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NOTICE

The aforesaid Gazettes of India Extraordinary were published upto the 16th May 1958 :—

Issue No.	No. and date	Issued by	Subject
83	S.O. 806, dated the 10th May 1958.	Ministry of Information & Broadcasting.	Certification of a film to be of the description specified therein.
84	S.O. 867, dated the 15th May 1958.	Ministry of Commerce and Industry.	Authorisation of a body of persons to take over the management of Messrs. Jessop & Co., Ltd., Calcutta.
85	S.O. 868, dated the 16th May 1958.	Ministry of Information & Broadcasting.	Certification of films to be of the description specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

MINISTRY OF LAW

New Delhi, the 19th May 1958

S.O. 871.—In exercise of the powers conferred by clause (5) of article 324 of the Constitution, the President is pleased to make the following rules for regulating the conditions of service of Shri K. V. K. Sundaram, I.C.S., officiating Chief Election Commissioner:—

1. The said officiating Chief Election Commissioner shall hold office during the absence on leave of Shri S. Sen.

2. The said officiating Chief Election Commissioner shall be paid a salary of four thousand rupees per month.
3. The conditions of service of the said officiating Chief Election Commissioner as respects leave of absence, leave salary, travelling allowance and all other matters shall be regulated by the same rules as are applicable to a Secretary to the Government of India who is a member of the Indian Civil Service.

[No. F. 4(23)/57-Elections.]

K. Y. BHANDARKAR, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 16th May 1958

S.O.872.—In exercise of the powers conferred by section 18 of the Citizenship Act, 1955 (57 of 1955), the Central Government, hereby makes the following amendments to the Citizenship Rules, 1956, namely :—

- (i) In the said rules after rule 16, the following rules shall be inserted, namely :—

“16A—Registration of citizens of Singapore under section 5(i)(e).—(1) An application by a citizen of Singapore for registration as a citizen of India under section 5(i)(e) shall be in Form XIX.

(2) The oath of allegiance given at the end of the Form shall be affirmed (or sworn), subscribed and attested before making the application.

(3) An application under sub-rule (1) shall not be made unless, the applicant—

 - (a) is of full age and capacity,
 - (b) is of good character, and
 - (c) has resided in India for a period of two years immediately preceding the date of application.

(4) Every person who is registered as a citizen of India under section 5(i)(e) shall be issued a certificate of registration in Form XX. When such a certificate is issued, a duplicate copy thereof shall be prepared and preserved for record by the issuing authority.
- 16B—Register of persons registered under section 5(i)(e).**—There shall be kept by the Central Government in the Ministry of Home Affairs, a register containing the names of the persons registered as citizens of India under section 5(i)(e) in Form XXI”.

(ii) In Form XII for item 8, the following shall be substituted, namely—

“8(a) I have renounced/lost the citizenship of my country in accordance with the law therein in force in that behalf.....

[Here list the documents attached to prove the fact of such renunciation/loss]

Or

(b) I undertake that I will renounce the citizenship of my country in accordance with the law in force in that behalf in the event of my application being sanctioned.....”;

(iii) in Schedule I after Form XVIII, the following Forms shall be added, namely :—
This form when completed should be forwarded in triplicate to the Chief Secretary to the Government of the State in which applicant is resident.

FORM XIX

(See rule 16A)

Citizenship Act, 1955—Section 5(i)(e)

1. I, A.B...[here insert address of the applicant showing district and name of the State] am of full age and capacity and was born at [with place and country] on
2. My father's full name is/was..... and he was born at.....
3. I am single/married/widower/widow/divorced from my wife/husband.....
4. My wife's/husband's full name is/was.....
5. My age on the date of application is.....

6. Marks of identification.....
 7. Date of first arrival in India.....
 8. Particulars of residence in India with addresses.....

Address	from date	to date	year	months
.....

9. I am a citizen of.....
 My passport/naturalisation certificate/registration certificate is a citizen of.....
 was issued at.....on.....year.
 day.....month.....year.

[Here write place and date of issue]

10. I am ordinarily resident in India and have been so resident for the two years immediately preceding the date of application.....
 11. Profession or occupation

12. The name of the employer, if any

13. Passport particulars if any

(a) Number.....
 (b) Place and date of issue

(c) Name of issuing authority

14. Description of immovable property and/or business interests in India/abroad.

Place	Brief description of property/ business interests	At present in possession of
.....

15. Details of family members who are staying with the applicant in India.

Serial No.	Name	Present Address	Relationship	Age
.....

16. Details of members of family left in a country other than India.

Serial No.	Name	Present address	Relationship	Age
.....

17. Give details of all proceedings of any kind (civil or criminal) taken against you in courts of law.

Nature	Date	Place	Result
.....

18. Names and addresses of two references in India to whom the applicant is well known.

(1)

(2)

I, A.B., do solemnly and sincerely declare that the foregoing particulars stated in this application are true, and I make this solemn declaration conscientiously believing the same to be true.

Signature

Made and subscribed this.....
of..... before me.

* *Signature*

**Designation*

I, the undersigned, hereby state that I am an Indian citizen otherwise than by naturalization; that I am a householder; and that I am not the solicitor or agent of..... I vouch for the correctness of the statements made by..... in the application for.....

Signature

Name (in BLOCK LETTERS)

Full postal address.....

OATH OF ALLEGIANCE

I, A.B., do solemnly affirm (or swear) that I will bear true faith and allegiance to the Constitution of India as by law established, and that I will faithfully observe the laws of India and fulfil my duties as a Citizen of India.

Signature

Affirm and subscribed this..... day of..... 19..... before me.

**Signature*

**Designation*

*Signature and designation of the officer authorised under rule 28 of the Citizenship Rules, 1956, before whom the registration, declaration or oath of allegiance is made or taken.

FORM XX

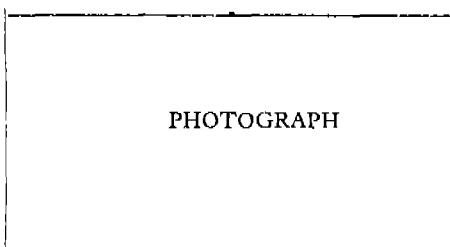
[See rule 16A(4)]

Certificate of Registration

No.

This is to certify that the person whose particulars are given below has been registered as a citizen of India under the provisions of section 5(i)(e) of the Citizenship Act, 1955.

1. Name
2. Name of father/husband.
3. Date of birth
4. Place of birth
5. Nationality of origin
6. Occupation.
7. Address.
8. Special peculiarities and identification marks.



PHOTOGRAPH

Signature and designation of issuing authority.

Signature of grantee.....

Date and place of issue.....

FORM XXI
(See rule 16 B)

Citizenship Act, 1955. Register of persons registered as Indian Citizens under section 5(1)(e)

Serial No.	Full Name and address of applicant	Father's Name	Place and date of birth	Nationality	Last permanent address outside India	Date from which resident in India	Date of Registration	Reference letter from State Govt. forwarded application	Remarks

[No. 2/13/57-I.C.]

FATEH SINGH,
Joint Secretary

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 13th May 1958

S.O. 873.—In pursuance of sub-section (2) of Section 7 of the Port Haj Committees Act, 1932 (XX of 1932), the Central Government is pleased to nominate Shri M. S. Kasbekar, Deputy Commissioner of Police, Division South and Port, Bombay, as a member of the Port Haj Committee, Bombay vice Shri K. P. Medhekar, I.P.S.

[No. 275/WANA/58.]

ANTHONY G. MENESSES, Dy. Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 12th May 1958

S.O. 874.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following amendment in the Civil Service Regulations, namely:—

In the said Regulations for Article 152, the following shall be substituted, namely:—

- “152(a) Subject to the provisions of clause (b) below, an increment shall ordinarily be drawn as a matter of course unless it is withheld by the authority empowered to withhold such increment in accordance with the relevant provisions of the C.D.S. (C.C. & A.) Rules. Any order withholding an increment shall state the period for which it is withheld and whether the postponement shall have the effect of postponing future increments.
- (b) Where an efficiency bar is prescribed in any time-scale, the increment next above that bar shall not be given to a Government servant without specific sanction of the authority empowered to withhold increments. When a Government servant is allowed to cross an efficiency bar which has previously been enforced against him, he shall draw the pay in the time-scale at such stage as the authority empowered to withhold increment may fix, provided that the pay so fixed shall not exceed the pay that he would have drawn had he not been stopped at the efficiency bar.”

[No. F. 2(21)-Est.III/58.]

K. S. GANAPATI, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 13th May 1958

S.O. 875.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 24 of the said Act shall not apply to any banking company for a further period of one year from the 9th June 1958 in so far as such provisions—

- (a) require the inclusion of borrowings by the banking company from the State Bank of India and the State Bank of Hyderabad in computing the time and demand liabilities in India of the banking company; and
- (b) preclude the maintenance by the banking company of the amount specified in that section in the form of approved securities which are lodged with another institution for an advance or other credit arrangement, such securities being valued at a price not exceeding the current market price less the extent to which they have been drawn against or credit arrangements in regard to them have been availed of.

[No. 4(37)-BC/58.]

New Delhi, the 16th May 1958

S.O. 876.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-clause (i) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply to the Sangli Bank Ltd. till the 21st May 1959, in so far as the said provisions prohibit its Manager from being a director of the Spices and Oilsseeds Exchange Ltd., Sangli.

[No. 4(56)-BC/58.]

R. K. SESHADRI, Dy. Secy.

Department of Economic Affairs

New Delhi, the 17th May, 1958

.O. 877—Statement of the Affairs of the Reserve Bank of India, as on the 9th May 1958

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	9,31,73,000
Reserve Fund	80,00,00,000	Rupee Coin	3,21,000
National Agricultural Credit (Long-term Operations) Fund	20,00,00,000	Subsidiary Coin Bills Purchased and Discounted :—	206,000
National Agricultural Credit (Stabilisation) Fund	2,00,00,000	(a) Internal	.
Deposits :—		(b) External	.
(a) Government		(c) Government Treasury Bills	3,99,59,000
(i) Central Government	53,29,16,000	Balances held abroad*	73,63,35,000
(ii) Other Governments	15,72,76,000	**Loans and Advances to Governments	57,53,03,000
(b) Banks	111,98,74,000	Other Loans and Advances†	55,95,43,000
(c) Others	112,42,24,000	Investments	244,95,91,000
Bills Payable	14,96,76,000	Other Assets	13,94,03,000
Other Liabilities	44,02,71,000		
TOTAL	459,42,37,000	TOTAL	459,42,37,000

*Includes Cash & Short term Securities.

**Includes Temporary Overdrafts to State Governments.

†The item 'Other Loans and Advances' includes Rs. 17,13,00,000/- advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 9th day of May 1958.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	9,35,73,000		A. Gold Coin and Bullion :—		
Notes in circulation	1629,95,58,000		(a) Held in India	117,76,03,000	
Total Notes issued	<u>1639,31,31,000</u>		(b) Held outside India . . . . .	..
TOTAL LIABILITIES	<u>1639,31,31,000</u>		Foreign Securities	<u>184,83,19,000</u>	
			Total of A	302,59,22,000	
			B. Rupee Coin	129,25,44,000	
			Government of India Rupee Securities	1207,46,65,000	
			Internal Bills of Exchange and other commercial paper . . . . .	..
			TOTAL ASSETS	<u>1639,31,31,000</u>	

Dated the 14th day of May, 1958.

K. G. AMBEGAOKAR,
Dy. Governor,
[No. F. 3 (2)—F. 1/58.]
M. V. RANGACHARI, S. L. Secy.

(Department of Revenue)

INCOME-TAX

New Delhi, the 16th May 1958

S.O. 878.—In exercise of the powers conferred by Section 59 of the Indian Income-tax Act, 1922 (XI of 1922), the Central Board of Revenue hereby makes the following amendment to Rule 17 of the Indian Income-tax Rules, 1922.

For the form annexed to Rule 17, the following form shall be substituted, namely—

Designation of	<u>Government Office</u> <u>Local authority</u> <u>Company</u> <u>Public Body</u> <u>Association</u> <u>Private employer</u>						
Serial No.	Name of Employee	Whether married, with no child ; or married, with one child ; or married, with more than one child, or un-married	Postal Address of residence	Appointment or Nature of employment	Total Amount of salary, wages, annuities, pension, gratuities, commission, bonus, fees or profits in lieu of salary and wages including payments made at or in connection with the termination of employment and advance of salary etc, paid during the year ending on 31st March, 19.	Periodical cash allowances like House Rent allowance, Entertainment allowance, etc. paid during the year (give details)	Period for which the salary, wages etc. in Col. 6 and periodical cash allowances in Col. 7 was paid
1	2	3	4	5	6	7	8

Salary, bonus and all other sums (taxable u/s 7) which were due to be paid, during the year but were not actually paid (full details showing the amount, due date, period for which the amount was payable to be given for each item separately)	Value of rent-free accommodation or value of any concession in rent for the estimated accommodation provided by the employer (give basis of computation; state also whether the accommodation is furnished or unfurnished)	Where a free conveyance has been provided by the employer, estimated value of the provided perquisite (give details)	Remuneration paid by employer for domestic and personal services provided to the employee (give details)	Value of free or concessional passages on home leave, and other travelling provided by the employer (give details)	Estimated value of any other benefit or amenity provided by the employer free of cost or at concessional rate, not included in the preceding columns (give details)	Employer's contribution to recognized Provident Fund in excess of 10% of the employee's salary	Interest credited to the assessee's a/c in recognized Provident Fund in excess of 1/3 of the salary or in excess of the rate fixed by the Central Government	Totals of Cols. 6, 7, 9 to 16	Amount of entertainment allowance (in Col. 7) which is deductible u/s 7(2)(ii) and amount included in Col. 13 which is exempt u/s 4(3)(via)
9	10	11	12	13	14	15	16	17	18

Net amount taxable u/s 7 for the year (cols. 17-18)	Tax payable on Col. 19		Yearly amounts paid by the employee in respect of Provident Fund Contributions and Life Insurance Premiums (give details)	Amount of rebate allowed I.T. & S.C.	Total amount of tax deducted during the year		REMARKS	
	I.T. & S.C.	S.T. & S.C.			I.T. & S.C.	S.T. & S.C.		
	19	20	21	22	23	24	25	26

I certify that the above statement contains a complete list of the total amount paid by.....
 (a) to all persons who were receiving or to whom was due income on the 31st day of March 19..... at the rate of Rs.....
 per annum (being Rs. 600 less than the taxable minimum prescribed by the Finance Act for the year) or who have received or to whom was due during the year ended on that day not less than the aforesaid sum in respect of salary, wages, annuity, gratuity, fees, commission, perquisites or profits in lieu of or in addition to salary or wages, advances of salary, payments at or in connection with retirement or any other sums chargeable to income-tax under the head "salaries", and (b) to all persons from whose salaries any tax was deducted during the year ended on the 31st day of March 19..... I further certify that all the particulars furnished above are correct.

Dated

Signature of person by whom the return is delivered at.....
 Designation.....

[No. 49.]

N. H. NAQVI, Secy.

(Department of Revenue)

CUSTOMS

New Delhi, the 17th May 1958

S.O. 879.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry and in supersession of the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 28-Customs, dated the 16th February, 1952, the Central Government hereby appoints the undermentioned officers of the Collectorate of Central Excise, Mysore, to be Officers of Customs within their respective jurisdictions and to exercise the powers conferred and to perform the duties imposed on such officers by the said Act, namely:—

1. The Collector of Central Excise.
2. All Assistant Collectors of Central Excise.
3. All Superintendents of Central Excise.
4. All Deputy Superintendents of Central Excise.
5. All Inspectors of Central Excise including those employed in Preventive Intelligence.
6. All Supervisors of Central Excise.
7. All Tally clerks, Petty officers and Launch crew.
8. All Sepoys of Central Excise.

[No. 160.]

S.O. 880.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 66-Customs, dated the 23rd December, 1952, namely:—

In the said notification, after the word "Madras" in both the places where it occurs, the word "Mysore" shall be inserted.

[No. 161.]

S.O. 881.—In exercise of the powers conferred by section 188 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, and in supersession of the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 30-Customs, dated the 16th February, 1952, the Central Government hereby empowers the Collector of Central Excise, Mysore to hear appeals from the decisions or orders passed by officers of Customs subordinate to him under the provisions of the said Act and directs that any person aggrieved by any decision or order passed by any of the said Officers of Customs shall appeal therefrom to the Collector of Central Excise, Mysore, Bangalore:

Provided that if between the date of the decision or order passed and the date of the hearing of the appeal, the officer who gave the decision or passed the order has been promoted to be the Collector of Central Excise, Mysore, the appeal shall lie to the Central Board of Revenue.

[No. 170.]

S. K. BHATTACHARJEE, Dy. Secy.

(Department of Revenue)

ORDERS

STAMPS

New Delhi, the 17th May 1958

S.O. 882.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty chargeable under the said Act, on the lease deed to be executed in favour of the High Commission for Canada in India in respect of plots Nos. 7 and 8, measuring 11.859 acres, in Block No. 50-F, Chanakyapuri, New Delhi.

[No. 15.]

S.O. 883.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the lease deed to be executed in favour of the Embassy of the Mongolian People's Republic in India in respect of the premises No. 26, Golf Link Area, New Delhi, is chargeable under the said Act.

[No. 16.]

New Delhi, the 19th May 1958

S.O. 884.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), and in supersession of the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 35 dated the 19th December, 1957, the Central Government hereby remits the duty with which debentures of the value of Rs. 1,10,00,000 (Rupees one crore and ten lakhs) issued by the Punjab Financial Corporation are chargeable under the said Act.

[No. 17.]

B. B. GUJRAL, Under Secy.

**OFFICE OF THE COLLECTOR OF CENTRAL EXCISE AND LAND CUSTOMS,
BOMBAY**

NOTICES

Bombay, the 17th May 1958

To

Shri Abdul Ahmed Khan,
C/o Shri Karim Khan,
Margaon, Goa.

SUBJECT:—Boseki silk, Fountain pen nibs, mechanical lighters, ladies black veils, etc.—Seizure of at Bombay. V.T. Railway Station—

S.O. 885.—Whereas it appears that the above mentioned goods have been imported from Goa without a licence as required by the Government of India, Ministry of Commerce and Industries Order No. 17/55, dated 7th December, 1955, as amended, issued under the Imports and Export, (Control) Act, 1947; and whereas the Order is deemed to have been issued under Section 19 of the Sea Customs Act, VIII of 1878 and whereas it appears that the actions of Shri Abdul Ahmed Khan as a person concerned in these offences attract the operation of Section 167(8) of the Sea Custom Act 1878; now therefore Shri Abdul Ahmed Khan is hereby required to show cause to the undersigned why a penalty should not be imposed on him under this Section and why the above mentioned goods should not be confiscated under Sections 167(8) and 168 of the Sea Custom Act, 1878.

2. Shri Abdul Ahmed Khan is further directed to produce at the time of showing cause all the evidence upon which he intends to rely in support of his defence. He is further directed to inform the undersigned whether he desires to be heard in person by the undersigned in the case.

3. If no cause is shown against the action proposed to be taken within ten days of the receipt of this notice, the case will be decided *ex parte*.

[No. VIII(b)10(53)Cus/58.]

To

1. Sultan Ali Al-Owais.
2. Ali Abdulla Al-Owais.

15, Mistry Court, Behind C.C.I.,
Bombay No. 1.

SUBJECT:—Gold bullion imported illegally into India through Saurashtra Coast in collusion with Shri Talab Haji Hussein of Salaya.

S.O. 886.—Whereas it appears that large quantity of gold has been imported without the permission required and therefore in contravention of the restrictions imposed by the Government of India Ministry of Finance Notification No. 12(11) F.1/48 of 25th August 1948 (as amended) issued under section 8(1) of the Foreign

Exchange Regulations Act, 1947, and WHEREAS by virtue of section 23-A of the said Foreign Exchange Regulations Act the aforesaid restrictions are deemed to have been imported under section 19 of the Sea Customs Act 1878 (VII of 1878), and WHEREAS Sarvashri Sultan Ali Al Owais and Ali Abdulla Al-Owais appear to be persons concerned in the illegal importation of the aforesaid gold NOW THEREFORE Sarvashri Sultan Ali Al Owais and Ali Abdulla Al-Owais are hereby required to show cause to the Collector of Central Excise, Bombay why a penalty should not be imposed on them under section 167(8) of the Sea Customs Act 1878 as read with section 23-A of the Foreign Exchange Regulations Act

2 Sarvashri Sultan Ali Al-Owais and Ali Abdulla Al-Owais are further directed to produce at the time of showing cause all the evidence upon which they intend to rely in support of their defence. They are further directed to inform the Collector of Central Excise Bombay, whether they desire to be heard in person by the Collector of Central Excise Bombay, in the case

3 If no cause is shown against the action proposed to be taken within ten days of the receipt of the notice, the case will be decided *ex parte*.

4 This notice is issued without prejudice to any further action that may be taken against Sarvashri Sultan Ali Al Owais and Ali Abdulla Al-Owais under the Sea Customs Act or any other law for the time being in force in India

[No VIII(b)10(84)Cus/58]

T C SETH,

Collector of Central Excise and Land Customs,
Bombay

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 17th May 1958

S.O. 887.—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby makes the following amendment in the rules published with its Notification No 29-Customs, dated the 16th February, 1952, namely—

In rules 1 and 2 of the said rules, for the word "Collectorate", the word "Collectorates" shall be substituted

[No 162]

S.O. 888.—In exercise of the powers conferred by section 9 of the Sea Customs Act 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby makes the following further amendment in the rules published with its Notification No 32-Customs, dated the 8th May, 1953, namely—

In the said rules—

- (i) in rule 1, for the words "Collector of Central Excise, Madras", the words "Collector of Central Excise, Mysore" shall be substituted,
- (ii) in rule 2, for the words "Assistant Collector of Central Excise in charge of the Mysore Division of the Madras Central Excise Collectorate", the words "Assistant Collector of Central Excise in charge of the Bangalore Division of the Mysore Central Excise Collectorate" shall be substituted

[No 163]

S.O. 889.—In exercise of the powers conferred by section 12 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby declares the following place in the State of Mysore to be a port for the carrying on of coasting trade with customs ports and for no other purpose, namely—

Baindur in the District of South Kanara

[No. 164]

S.O. 890.—In exercise of the powers conferred by section 12 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby makes the following further amendment in its notification No. 9-Customs, dated the 4th February, 1950, namely:—

In the said notification, the following shall be omitted, namely:—

“(3) Bairdur in the district of South Kanara.”

[No. 165.]

S.O. 891.—In exercise of the powers conferred by section 59 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby makes the following amendment in the rules published with its notification No. 126-Customs, dated the 9th September, 1950, namely:—

In the said rules, for the words “State of Travancore-Cochin”, the words “States of Mysore and Kerala” shall be substituted.

[No. 166.]

S.O. 892.—In exercise of the powers conferred by section 76 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby directs that the operation of the said section shall be suspended in the ports situated in the South Kanara District of the State of Mysore in so far as it relates to the issue of boat-notes for export of cargo.

[No. 167.]

S.O. 893.—In exercise of the powers conferred by Section 83 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby makes the following further amendment in its notification No. 21-Customs, dated the 18th March, 1950, namely:—

In the said notification, for the words “Bombay, Madras and Travancore-Cochin”, the words “Bombay, Madras, Mysore and Kerala” shall be substituted.

[No. 168.]

S.O. 894.—In exercise of the powers conferred by section 85 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby makes the following amendment in its notification No. 128-Customs, dated the 9th September, 1950, namely:—

In the said notification, for the words “Madras and Travancore-Cochin”, the words “Madras, Mysore and Kerala” shall be substituted.

[No. 169.]

S. K. BHATTACHARJEE, Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 14th May 1958

S.O. 895.—The Central Government hereby notifies that the following Members of the Rajya Sabha have, in pursuance of clause (c) of sub-section (3) of section 4 of the Central Silk Board Act, 1948 (61 of 1948) been elected by the Rajya Sabha to be members of the Central Silk Board, namely:—

1. Shri Rajendra Pratap Sinha.
2. Shri J. S. Bisht.

[No. F. 22/4/58-HS(2).]

New Delhi, the 10th May 1958

S.O. 896.—In exercise of the powers conferred under sub-section (1) of Section 6 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby appoints Shri Murarji J. Valdya as Vice-Chairman of the Central Silk Board, with effect from the 9th April, 1958.

[No. 22/4/58/HS.2.]

P. J. MENON, Under Secy.

New Delhi, the 16th May 1958

S.O. 897.—The following amendment made by the Madras Oil and Seeds Exchange Limited, to its rules in exercise of the powers conferred on it by sub-section (1) of Section 9A of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) and approved by the Central Government is hereby published as required by sub-section (2) of that Section, namely:—

‘In the said rules, for Article 42, the following shall be substituted:—

“42. The affairs of the Exchange shall be managed by a Board of Directors which shall consist of not more than 15 directors inclusive of the President, Vice-President and the Treasurer, and shall be constituted as under:

- (i) Five persons to be elected by and from among the members included in the Crushers’ Panel;
- (ii) Five persons to be elected by and from among the members included in the Dealers’ Panel;
- (iii) One person to be appointed by the Central Government as its representative;
- (iv) Not more than 3 persons to be appointed by the Central Government to represent interests not directly represented through the Membership of the Exchange;
- (v) One person, whether a member of the Exchange or not, to be co-opted by the Board at its option.”’

[No. 33(11)-TMP/FMC/58]

K. V. VENKATACHALAM, Jt Secy.

PATENTS AND DESIGNS

New Delhi, the 16th May 1958

S.O. 898.—In exercise of the powers conferred by sub-section (1) of section 77 of the Indian Patents and Designs Act, 1911 (2 of 1911), the Central Government hereby directs that the following further amendment shall be made in the Indian Patents and Designs Rules, 1933, the same having been previously published as required by sub-section (2) of section 77 of the said Act, namely:—

In the said rules, rule 67A and the heading thereto shall be omitted.

[No. 7(26)-TMP/57.]

(TRADE MARK)

S.O. 899.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules regulating the methods of recruitment to Class III posts in the Trade Marks Registry, Namely:—

1. **Short title.**—These rules may be called the Trade Marks Registry Class III Recruitment Rules, 1958.
2. **Method of recruitment.**—Recruitment to Class III posts in the Trade Marks Registry shall be in accordance with the provisions of the Schedule annexed hereto.

SCHB
Recruitment rules for class III

Name of post	Nos. of post	Classification and whether Gazetted or Non-Gazetted, Ministerial or non-ministerial	Scale of pay	Whether selection or a non-selection post	Age limit for direct recruits	Educational and other qualifications required
1	2	3	4	5	6	7
1. Superintendent.	2	Class III-Non-Gazetted Ministerial.	250-15-400	Selection post.	..	..
2. Assistant Examiners of trade Marks	22	General Central Service Class III (Non-gazetted) Non-Ministerial.	Old scale Rs 150-10-250-15 400. Prescribed scale Rs. 160-10-250-ER-10-300-15-450.	..	25 years.	(a) <i>Basic</i> : A University degree in Arts, Science or Law. (b) <i>Technical</i> : A degree in law, practice at the bar, practice as a solicitor or experience of legal work in a solicitor's office will be considered desirable but not essential for direct recruitment to this post. Direct recruitment will be made by interview by a Board consisting of the Registrar of Trade Marks, a Deputy Registrar of Trade Marks and Assistant Registrar.
3. Sub. Editor (Hindi)	1	Class III Non-Gazetted-Non-Ministerial	160-10-250- EB-10-300- 15-450.	Selection post.	25 years.	An M. A. degree in Sanskrit and a B.A. degree with Hindi or an equivalent degree in Hindi or an M.A. degree in Hindi or an equivalent degree in Hindi and a B.A. degree in Sanskrit, with ability to translate legal and commerce terms in English into Hindi and practical experience in editing Hindi Journals.
4. Urdu Translator.	1	Class III Non-gazetted non-Ministerial	200-10-300	Selection post.	25 yrs."	Degree of recognised university or an equivalent degree with ability to translate legal terms from English into Urdu and vice versa.
5. Assit. Supdt., Bombay Calcutta Bangalore	6 4 1 1	Class III Non-gazetted Ministerial	160-10-300	Non-Selection post.	..	..
6. Cashier	2 1 1	1 1 1	160-15-280	..	..	Matriculation knowledge of accounts, rules and experience in Cashier's work.

DUL

Posts in Trade Marks Registry

Whether age and educational qualifications prescribed for direct recruitment will apply in case of by promotion, transfer-Age, Educational qualifications?	Period of probation if any.	Method of recruitment i.e. whether by direct recruitment by promotion or by transfer & percentage of vacancies to be filled by various modes	In case of vacancies filled by promotion transfer, Grades sources from which promotion/transfers are to be made,	If D.P.C. exists for recruitment by promotion composition thereof	Remarks
8	9	10	11	12	13

..	..	Both posts to be filled by promotion and selection.	Asstt. Examiner Asstt. Supdt; P.A. to Registrar and Cashier	Yes The Committee may consist of Registrar, Dy. Registrar, Asstt. Registrar.	
..	..	Recruitment to the post shall be made 50% from amongst departmental candidates and 50% by direct recruitment. Only graduate Asstt. Supdtts., or Asstt. are eligible for appointment as Departmental candidates Clerks who satisfy all the conditions are eligible along with direct recruits.	Recruitment by promotion will be by selection from graduates belonging to the cadre of Asstt. Superintendent and Assistant in the Trade Marks Registry and its subordinate offices on the recommendation of the appropriate Committee Departmental Promotion Committee.	Registrar of Trade Marks, Deputy Registrar of Trade Marks, and Asstt. Registrar of Trade Marks.	
..	..	6 months. Direct recruitment.	..	This is a new post & Selection Board may consist of Registrar, D. R. and one A. R.	
..	..	6 months. Direct recruitment.	..	Selection Board consists of Registrar, D.R., and A.R.	
..	..	All by Promotion.	Permanent or quasi permanent Assistants U.D.C. and Cashier	D.P.C. consists of Registrar i. A.R. & A.C. Asstt. Supdt. should declare in writing promotion be desire Asstt. Superintendent. Superintendent, Examiner or Asstt. Supdt. Asstt. Examiner.	
..	..	By promotion from U.D. Clerk conversant with audit and accounts rules and with previous experience in the Cashiers work. If no suitable candidate is available Asstt. Cashier may be promoted to the post.	U. D. Clerks and Asstt. Cashier.	..	

Name of post	No. of post	Classification and whether Gazetted or Non-Gazetted, Ministerial or non-Ministerial	Scale of Pay	Whether a selection or non-selection post	Age limit for direct recruits	Educational and other Qualifications required	
						1	2
3	4	5	6	7			
7. P.A. to registrar.	1	Class III Non-Gazetted Ministerial	160—10—330	Non-selection post.	..	Matriculation with 130 words in shorthand and 50 words in typewriting.	
8. Photography Assistant	1	Class III Non-Gazetted Non-Ministerial	140—10—250	Selection post.	25 yrs.	Experience in microfilming and Photography of at least 5 yrs. staff with 3 yrs. experience in Photographic section could compete.	
9. Upper Division Clerks, Assistants { Bombay 71 Calcutta 6 & L. D. Clerks. J Bangalore 2	71	Class III Non-Gazetted Ministerial	80—5—120— HB—8—200— 10/2—220.	Non-selection Post	25 yrs.	Degree of recognised University or an equivalent degree	
10. Stenographer	5 3 Bombay 1 Calcutta 1 Bengalore	Class III Non-Gazetted Ministerial	80—5—120— HB—8—200— 10/2—220.	Non-selection post	25 yrs.	Matriculation with 110 words in shorthand and 40 words in typewriting.	
11. Steno-typist . Cum clerk	1	" "	80—5—120— HB—8—160	"	25 yrs.	...	
12. Librarian .	1	Class III Non-gazetted (Non-Ministerial)	100—8—140—10— ... 250	...	20—30 yrs.	Degree of a recognised University or an equivalent degree with diploma or degree in Librarianship.	
13. P. Clerks .	43 30 Bombay 12 Calcutta 1 Bangalore	Class III Non-Gazetted Ministerial	60—3—81—EB— 4—125—5—130	...	25 yrs.	Matriculation or equivalent qualification.	
14. Asstt. Cashier	2 1 Bombay 1 Calcutta	"	"	"	"	"	
15. Asstt. Cashier Cum Typist (Bangalore) Clerk	1	"	"	"	"	"	
16. Despatchers .	5 (4 Bombay 1 Calcutta)	"	"	"	"	"	
17. Typists .	20 (16 Bombay 4 Calcutta)	"	"	"	"	Matriculation or equivalent qualification with 40/25 words speed in English Hindi typists respectively.	

Whether age and educational qualifications prescribed for direct recruits will apply in case of recruitment by Promotion transfer	Period of probation if any	Method of recruitment, i.e. whether by direct recruitment, by promotion or by transfer & percentage of vacancies to be filled by various modes	In case of vacancies filled by promotion/transfer, Grades Sources from which promotion/transfers are to be made	If D.P.C. exists for recruitment by promotion, composition thereof	Remarks	
					Age Educational qualification	8
					9	10
					11	12
					13	
...	...	By promotion from amongst stenographers and steno typist possessing the minimum qualification for direct recruit. If no suitable candidate is available then by direct recruitment.	Stenographers & Steno-Typist.	"		
No. age limit.	...	Direct recruitment failing which promotion of suitable candidates in the Trade Marks Registry.	"	"		
No. The minimum qualification is Matriculation.	...	50 per cent by promotion of suitable qualified candidates from amongst L.D. Clerks; Typists; Despatchers; Asstt. Cashier.	L. D. Clerks; Typists Despatchers and Asstt. Cashier.	"		
Non-Matriculates may also be promoted if they have put in service in the Registry for over 10 years & are otherwise efficient.	...	dates, from amongst L.D. Clerks; Typists; Despatchers, Asstt. Cashier & 50% by direct recruitment.				
No. Matriculation with 100 words in shorthand and 40 words in typewriting.	...	By promotion of suitable qualified candidates from amongst Steno typists, L.D. Clerks and Typists and if not by direct recruitment.	Steno-typists L.D. Clerks; Despatchers; Typists; and Typists and if not by direct recruitment.	D.P.C. consists of Registrar, 1 A.R., etc.		
No. "	...	"	"	"	"	
Yes. Degree of a recognised University or an equivalent degree with a diploma or degree in Librarianship.	...	By direct recruitment failing which by promotion of suitable candidates from amongst U.D. Clerks, L. D. Clerks & Typists Despatchers etc.	U.D. Clerks ; L. D. Clerks ; Typists Despatchers.	"		
No.	...	By direct recruitment	"	Selection Board consisting of Registrar 1 A.R. and A.O.		
...	...	"	"		"	
...	...	"	"		"	
...	...	"	"		"	
...	...	"	"		"	

ORDER

EXPORT TRADE CONTROL

New Delhi, the 20th May 1958

S.O. 900.—In exercise of the powers conferred by sections 3 and 4A of the Imports and Exports (Control) Act, 1947 (18 of 1947), as in force in India and as applied to the State Pondicherry, the Central Government hereby makes the following further amendments in the Exports (Control) Order, 1958, namely:—

In Schedule I to the said Order—

1. Under the heading "A. ANIMALS, FOOD, DRINK AND TOBACCO", item 15 shall be omitted.
2. For the heading "A. ANIMALS, FOOD, DRINK AND TOBACCO", the following shall be substituted:—
"A. ANIMALS, FOOD AND DRINK."

[Export (1)/AM (2).]
T. S. KUNCHITHAPATHAM, Under Secy.

RUBBER CONTROL

New Delhi, the 17th May 1958

S.O. 901.—The Central Government hereby notifies that Dr. P. J. Thomas, MP, 32, Western Court, New Delhi has been elected as a member of the Rubber Board under sub-section 3(e) of section 4 of the Rubber Act, 1947 (24 of 1947) by the Rajya Sabha.

[No. F. 15(4)Plant(B)/58.]

A. J. MUKARJI, Dy. Secy.

(TEA CONTROL

New Delhi, the 20th May 1958

S.O. 902.—In exercise of the powers conferred by section 4 of the Tea Act, 1953 (29 of 1953), and sub-rule (1) of rule 5 of the Tea Rules, 1954, the Central Government hereby appoints the following as members of the Tea Board:—

1. The Secretary, Industries Department, Government of Kerala.

2. The Director of Industries, Government of Punjab;

and makes the following further amendments in the notification of the Government of India in the Ministry of Commerce and Industry, No. S.R.O. 944 dated the 17th March, 1954, namely:—

In the said notification—

in the category of members representing the Governments of the principal tea growing States, for the entries "6. Shri George Thomas, IAS, Secretary, Industries Department, Government of Kerala, Trivandrum" and "6A. Shri G. R. Bhai, Director of Industries, Government of Punjab, Chandigarh", the following entries shall be substituted, namely:—

"6. The Secretary, Industries Department, Government of Kerala, Trivandrum.

6A. The Director of Industries, Government of Punjab, Chandigarh."

[No. 8(4)Plant(A)/57.]
P. V. RAMASWAMY, Under Secy.

ORDER

New Delhi, the 20th May 1958

S.O. 903/IDRA/6/12/Am.(3).—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951),

the Central Government hereby appoints Shri Manoobhai Doongursee as a member of the Development Council established by the Order of the Government of India in the Ministry of Commerce & Industry No. S.R.O. 2820, dated the 31st August, 1957, for the scheduled industries engaged in the manufacture and production of textiles made of wool, including woollen yarn, hosiery, carpets and druggets, and directs that the following amendment shall be made in the said Order, namely:—

In paragraph 1 of the said Order under the category of members "being persons who in the opinion of the Central Government have special knowledge of matters relating to the technical or other aspects of the said scheduled industries" after entry No. 14-B relating to Shri V. N. Kak, the following entry shall be inserted, namely:—

"14C. Shri Manoobhai Doongursee, The All India Wool Trade Federation, P.B. No. 1051, *Bombay*."

[No. 5(23)IA(II)(G)/57.]

S. M. BANERJEE, Under Secy.

MINISTRY OF STEEL, MINES & FUEL

(Department of Iron and Steel)

New Delhi, the 16th May 1958

S.O. 904./ESS.COMM/IRON AND STEEL-2(c)/Am.(15).—In exercise of the powers conferred by sub-clause (c) of clause 2 of the Iron and Steel (Control) Order, 1956, the Central Government hereby directs that the following further amendment shall be made to the notification of the Government of India, in the Ministry of Steel, Mines and Fuel, No. S.R.O. 2041/ESS COMM/IRON AND STEEL-2(c), dated the 11th June, 1957, as amended from time to time, namely:—

In the Schedule annexed to the said notification, after the entries relating to the 'ANDAMAN & NICOBAR ISLANDS', the following entries in the respective columns shall be inserted, namely:—

1	2	3
"LACCADIVE, MINICOY AND AMINDIVI ISLANDS."	Administrator, Laccadive, Minicoy and Amindivi Islands, Kozhikode (Calicut).	28 (for Iron and Steel and Scrap")

[No. SC(A)-4(488).]

G. RAMANATHAN, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 15th May 1958

S.O. 905—In exercise of the powers conferred by section 6 of the Agricultural Produce (Grading and Marking) Act 1937, (1 of 1937), the Central Government hereby declares that the provisions of the said Act shall apply to the following articles, namely:—

1. Paddy;
2. Millets;
3. Mesta;
4. Chillies; and
5. Turmeric.

[No. F. 5-34/57-AM.]

V. S. NIGAM, Under Secy.

MINISTRY OF HEALTH

New Delhi-2, the 5th May, 1958

S.O. 906.—The Government of Bihar having nominated Dr. P. A. Singh to be the representative of that Government on the Drugs Consultative Committee, the Central Government in pursuance of section 7 of the Drugs Act, 1940 (23 of 1940), hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F.1-3/47-D(II), dated the 13th September, 1948, constituting the Drugs Consultative Committee, namely:—

In the said notification under the heading 'Nominated by State Governments' for entry 5, the following entry shall be substituted, namely:—

"5. Dr. P. A. Singh, Deputy Director of Health Services (Administration), Government of Bihar, Patna".

[No. F.4-7/58-D.]

D. J. BALAJI, Dy. Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

(Department of Transport)

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 8th May 1958

S.O. 907.—In exercise of the powers conferred by sub-section (5) of section 25A of the Indian Merchant Shipping Act, 1923 (21 of 1923), the Central Government hereby makes the following amendments in the Indian Merchant Shipping (Seamen's Employment Office, Bombay) Rules, 1954, namely:—

In the said rules—

- (1) in rule 7, after clause (iii) the following clause shall be inserted, namely:—
 - "(iv) fulfills such other conditions as may be prescribed from time to time by the Director General of Shipping after consultation with the Board",
- (2) in rule 49, for the existing clause (iii), the following shall be substituted, namely:—
 - "(iii) (a) On his giving or offering or attempting to give or offer directly or indirectly any illegal gratification to any official of the Employment Office or to any other person; or
 - (b) On his accepting or demanding or attempting to take or demand directly or indirectly any illegal gratification from any other seaman or candidate seaman registered or unregistered."

[No. 15-MT(7)/67.]

New Delhi, the 10th May, 1958

S.O. 908.—In exercise of the powers conferred by sub-section (5) of section 25A of the Indian Merchant Shipping Act, 1923 (21 of 1923), the Central Government hereby makes the following amendments in the Indian Merchant Shipping (Seamen's Employment Office, Calcutta) Rules, 1954, namely:—

In the said rules—

- (1) in rule 7, after clause (iii) the following clause shall be inserted, namely:—
 - "(iv) fulfills such other conditions as may be prescribed from time to time by the Director General of Shipping after consultation with the Board",
- (2) in rule 50, for the existing clause (iii), the following clause shall be substituted, namely:—
 - "(iii) (a) On his giving or offering or attempting to give or offer directly or indirectly any illegal gratification to any official of the Employment Office or to any other person; or

(b) On his accepting or demanding or attempting to take or demand directly or indirectly any illegal gratification from any other seaman or candidate seaman registered or unregistered."

[No. 15-MT(7)/57.]

S. K. VENKATACHALAM, Dy. Secy.

(Departments of Communications & Civil Aviation)

New Delhi, the 17th May, 1958/27th Vaisakha 1880 Saka.

S.O. 909.—Whereas on the 15th May, 1958 an accident occurred near the boundary of the Palam Aerodrome, to the Convair aircraft, AP-AEH of the Pakistan International Airlines Corporation, engaged in a scheduled flight, resulting in the death of 21 persons and injury to 16 persons

And whereas, it appears to the Central Government that it is expedient to hold an inquiry into said accident by a Committee of Inquiry.

Now, therefore, in exercise of the powers conferred by Rule 74 of the Indian Aircraft Rules, 1937, the Central Government hereby appoints a Committee of Inquiry composed of the following persons to hold an inquiry into the said accident, namely—

- 1 Shri R N Kathju, Deputy Director General of Civil Aviation—Chairman.
- 2 Shri Y R Malhotra, Chief Inspector of Accidents, Civil Aviation Department—Member

[No. ARI/1937(41)/7-A/39-58]

M. M. PHILIP, Secy

(Deptts. of Communications & Civil Aviation)

PUBLIC NOTICE

New Delhi, the 20th May 1958

S.O. 910.—In pursuance of sub-rule (4) of rule 74 of the Indian Aircraft Rules, 1937, the Central Government hereby gives public notice that an inquiry into the accident to Convair aircraft, AP-AEH of Pakistan International Airlines Corporation, which occurred on the 15th May 1958 at Palam Aerodrome, is taking place in New Delhi.

Any person who may desire to make representations concerning the circumstances or causes of the said accident may do so in writing up to the 27th May 1958. All communications should be addressed to Shri R. N. Kathju, Chairman of the Committee of Enquiry, C/o Civil Aviation Department, Talkatora Road, New Delhi.

[No. AR/1937(42)/F. No. 7-A/39-58.]

D. R. KOHLI, Under Secy.

MINISTRY OF IRRIGATION AND POWER

ORDER

New Delhi, the 15th May 1958

S.O. 911.—In exercise of the powers conferred by sub-rule (2) of Rule 133 of the Indian Electricity Rules, 1956, the Central Government hereby directs that the provisions of (i) proviso (a) to rule 118, (ii) clause (a), sub-rule (1) of rule 119, (iii) clause (b)(i)(1) of rule 122, (iv) sub-rule (3) of rule 123, and (v) sub-rule (5) of rule 123 of the said Rules shall be relaxed in the case of the use of Russian Crawler mounted, electricity driven, 66 kV excavating machines, the mobile transformer units in conjunction therewith, together with the multi-core cables for power purposes and the un-armoured flexible cables for the excavating machines and mobile transformers, in the Rajhara Iron Ore and Nandini Lime Stone Mines of Messrs. Hindustan Steel (P) Ltd.'s Bhilai Steel Project, to the extent that (i) the working voltage of the main driving motors of the transportable excavating machines may not exceed 6600 volts, (ii) the high voltage parts of the excavating machines may not be stationary, (iii) the cables

used for power purposes may not be protected by metallic covering or armouring, (iv) a switch may not be provided at the point where the flexible cables for the transportable excavating machine and mobile transformer are connected to the movable H.T. over-head line and (v) the flexible cables attached to the excavating machines and mobile transformers may not be provided with flexible metallic screening or pliable armouring, respectively, subject to the following conditions:—

- (1) The excavating machines shall be worked with due care so as to avert danger arising out of any electrical defect and the insulation resistance of the high voltage circuits, including the main driving motors, shall not be less than 50 megohms.
- (2) The flexible trailing cable for use with the excavating machines shall be of adequate size and connected to the electrical system and the machines by properly constructed connector box. The flexible cable shall be adequately protected from mechanical damage and shall be examined by competent person at least in each shift and replaced or properly repaired as soon as found damaged or defective.
- (3) The lead sheathed un-armoured power cable and the rubber insulated un-armoured flexible trailing cables for use in the mines shall be accessible and under the control of authorised persons only and shall be adequately protected against the adverse effects of the mining operations.
- (4) The movable 6.6 kV overhead line for each set of excavator and mobile transformer unit shall be connected to the fixed over-head line through an oil-circuit breaker with requisite protective features and isolating links.

[No. EL-III-353(8).]

N. S. VASANT, Officer on Spl. Duty.

MINISTRY OF WORKS, HOUSING AND SUPPLY

New Delhi, 28th March 1958

S.O. 912.—In exercise of the powers conferred by sub-section (1) of section 17 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952), the Central Government hereby directs that the powers exercisable by it under section 6, section 7, section 8 except clause (b) of sub-section (1) and section 13 of the said Act shall be exercisable also by the Land Acquisition Officer, Jullundur, in the State of Punjab, in respect of any property situated within his jurisdiction provided that the power under the said section 8 in so far as it relates to fixing of compensation by agreement shall not be exercised except with the previous concurrence of the Central Government.

[No. EE.11(2)/58.]

S.O. 913.—In pursuance of clause (b) of section 2 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (30 of 1952), the Central Government hereby authorises the Land Acquisition Officer, Jullundur, in the State of Punjab to perform the functions of a competent authority under the said Act for the areas falling within his jurisdiction.

[No. EE.11(2)/58.]

J. S. MONGIA, Dy. Secy.

MINISTRY OF REHABILITATION

New Delhi, the 8th May 1958

S.O. 914.—Whereas the Central Government is of opinion that it is necessary to acquire the evictee properties specified in the Schedule hereto annexed in the state of Uttar Pradesh for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons;

Now, therefore, in exercise of the powers conferred by section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires, the evictee properties specified in the said Schedule.

THE SCHEDULE

S. No. Particulars of the Evacuee Property	Name of the town and Locality/village in which the property is situated.	Name of the Evacuee.
-----------------------------------------------	--------------------------------------------------------------------------------	----------------------

AT DISTRICT MIRZAPUR

Serial No.	Particulars of the Properties	Name of the Locality and town in which E.P. situates.	Name of Evacuees.
1	2	3	4
1	House at Makari Khoh, bounded by East House of Bani, West Lane, South Lane.	Makari Khoh, Mirzapur.	Sherraj Ahmad, Son of Shah Mohammad Resident of Makari Khoh.
2	House Number 238/34C-1	Mohant Ka Shiwal, Mirzapur.	Noor Jehan Wife of Sher Mohammad, Resident of Imambara, Mirzapur.
3	House bounded by : East House of Hasmat Ali, West House of Naibi Bux, North Khandhar of Mahant Giri, South Lane.	Puri Katra . . .	Saleema Bibi Wife of Mohammad Ali, Resident of Puri Katra, Mirzapur.
4	House bounded below : East House of Shafiqul, West House of Saleem Bibi, North Khandhar of Mahant Giri, South Lane.	Puri Katra . . .	Gullars Son of Mohammad Ali, Resident of Puri Katra.
5	Khandhar bounded below: East House of Rehmatullah, West House of Kanta, North House of Bachan, South House of Mangroo.	Takia Danusha, Mirzapur.	Abdul Gasoor Son of Shakurala, Resident of Takia Danusha.
6	Khandhar bounded below: East Maidan and way, West House of Rasool, North River Ganga, South House of Jumman.	Gazia, Mirzapur . . .	Sattar son of John Mohammad, Resident of Gazia.
7	Khandhar bounded below: East House of Gani, West Lane, North Road, South House of Samad.	Ram Bagh . . .	Abdul Gani Son of Rehman, Resident of Rambagh, Mirzapur.
8	House bounded below: East Mandir Takia Danusha, West House of Sahib Ali, North Lane, South House of Mohammad.	Dankiganj, Mirzapur .	Abdul Sattar son of Shri Ismail, Resident of Dankeemganj, Mirzapur.
9	House bounded below : East Lane, West House of Habibullah, North House, South Road.	Tarkapur, Mirzapur .	Musamat Batullan Bibi, Resident of Tarkapur.
10	House bounded below . East Lane, West House of Damodar Singh, North Grove of Damodar Singh, South Gah.	Makari Khoh . . .	Malloo Son of Mohammad Rasool, Resident of Makari Khoh.
11	Two pucca houses bounded below : East Road, West House of Raghunath, North House of Haziullah, South House of Kanhiya Lal.	Welleselyganj, Mirzapur	Anwarul Majeed, Aswar-Ul Majeed, Ibrasi Majeed, Sons of Abdul Majeed, Resident of Wellesely Ganj.

I

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3

4

12	Two pacc ³ houses bounded below : E. Lane, West House of R ^g hunath, North House of Haz ^u llah, South Habil Tailor	Welleselyganj, Mirzapur	Anwarul Majeed, Asw ^u l Majeed, Ibrasul Majeed, Sons of Abdul Majeed, Resident of Wellesely Ganj.
13	One pacc ³ house bounded below: East House of Isahaq, West Land of Sabir, North Garden of Panna, South Way.	Kachhawa Bazar . .	Ajij Khan son of Peer Khan, Resident of Kachhawa Bazar.
14	One Kachcha house East Way, West House of Jabibuddin, North Road, South Way.	Gosai Talab, Mirzapur .	Musamat Jaibuinisa, Wife of Khazabux, Resident of Gosai Talab.
15	One house bounded below: East Way West Well, North House of Ali Bux, South Maidan.	Kantit, Mirzapur . .	Usuf, Resident of Kantit.
16	Two houses North Road, East House of Razab, South Garden of Azahar Imam, West Half built khandar of Shaqoor at Ram Bagh.	Ram Bagh, Mirzapur .	Shakoor Son of Shiva Charan, Resident of Ram Bagh.
17	Khandar North Road, South Garden of Azahar Imam, East House of Shakoor, West house of Ajeeduddin, Advocate.	Ram Bagh, Mirzapur .	Shakoor Son of Shiva Charan, Resident of Ram Bagh.
18	One house bounded by as below: North Lane, South House of Punwasi, East Lane, West Road.	Bhataraw Ki Pokhari .	Mohammad Latif Son of Mohammad Jabbar.
19	One house bounded below : East Lane, West Road, North House of Mahadeo, South House of Hirawan.	Bhataraw Ki Pokhari .	Mohammad Latif Son of Mohammad Jabbar, Resident of Ganesh Ganj.
20	One house Number B-4/302 .	Mochi Tola, Chunar	Wahidul Haq, Resident of Mochi tola, Chunar.
21	One house Number 23B/34C-1	Mahant Ka Shiwala, Mirzapur.	Musamat Noor Jahan Wife of Sher Mohamed, Resident of Imam Bara.
22	One kachcha house bounded below : East House of Jahoor, West Khandhar of Mullan, North Grove of Shiva Prasad, South House of Haria.	Balbir Chunar . .	Nanhe Son of, Buddhu, Resident of Balbir.
23	One House bounded below: East House of Rahamat Ullah, West Kanta, North House of Bachan, House of Mangroo.	Takia Danushah . .	Abdul Gafoor son of Shakrullah, Resident of Takia Danushah.
24	One house bounded by East House of Bahadur, West Khandhar of Kaloo, North Lane and South Road.	Terhi Neem Chunar .	Tajjan son of Bulla-Resident of Tehri Neem, Chunar Mirzapur.
25	One house bounded by East house of Wali Rahman, West House of Qazim, North Garden of Kripa Ram, South House of Sadho.	Balbir Chunar . .	Noorullah Khan, Resident of Balbir, Chunar.
26	One Kachcha house at Balbir Chunar bounded below: East Kalil, West House of Hafizullah, North House of Hafizul llah, South house of Abdul Waheed.	Balbir . . .	Musamat Jattan wife of Abdul Nai, Resident of Balbir.

AT DISTRICT ALLAHABAD

Serial No.	Particulars of the Property	Name of the Locality and Town in which Evacuee Property situ ates.	Name of Evacuee
1	2	3	4
1	House Number 101A	Sadar Bazar	Abdul Rauf.
2	Plot appurtenant to House Number 174 Chak, North Lane, South 174 Chak, East House Number 175, West Open Plot.	Chak	Ibnc Hasan.
3	House in Sadiabad, North House Pachchoo, South House of Dularay, East Road of Shi- valaya and Chakd.	Sadiabad	Zaibunnisa.
4	Do, North Khet : South House of Janki, East House of Pechu Lal, West House of Dekha.	Do.	Do.
5	Do, North Khet, South House of Janki East House of Pisrey Lal, West Khet.	Do.	Do.
6	House Number 17 Beli Road	Beli Road	Mansoor Zaman.
7	House in Govindpur, East Rasta of House Number 24-B, and Parti land of Shahadat, South House of Usman Gani, North House of Hefiz and Habib, West Maidan, Sha- hadat Ali thereafter Gali, thereafter Iqbal Hussain and thereafter Maidan of Badir Hafiz.	Govindpur	Dildar and Niyaz.
8	House in Baski Kalan, North Gali and House of Aman Bhisti, South Parti, West Gali and House of Jawad, East House of Zahid Huss- ain.	Baski Kalan	Nawab.
9	264(2/3 Evacuee Share)	Rani Mandi	Abbas.
10	166(4/7 Do.)	Atala	Mohammad Manzoor.
11	75 (3/4 Do.)	Baski Kalan	Abdul Sattar.
12	20 (1/2 Do.)	North Malaka	Hafiz Uddin.
13	House Number 14	Azad Square	Shafiqunnisa.
14	Portion marked A.B.C.D.E.F. G.H. in house number 531.	Daryababd	Mirza Baqar Hussain.
15	Inner portion of House Number 42.	Zero Road	Ahmad Mehdil.

AT DISTRICT KANPUR

Serial No.	Particular of the Evacuee Pro- perty.	Name of towns and loc- ality in which the eva- cuae property situa- tes.	Name of Evacuee
1	2	3	4
1	House Number 97/12	Talaq Mohal, Kanpur	Abdul Ghafars son of Haji Tehir.
2	House Number 97/117	Do.	Shrimati. Hasiran alias Makkoo wife of Haji Tehir.

1	2	3	4
3	House Number 158	Chandmari	Maqbool Husain.
4	Plot Number 112/321 (Number 509/1, Block 'C' Sc. Number.)	Swarup Nagar	Sri Ismail alias Tunda Son of Kamla Agnes.
5	House Number 19, Faithfull Ganj.	Cantonment	Sri Abdul Hai son of Noor Mohamed.
6	House Number 63/54	Harbans Mohal	Srimati Zaibunnisa, Wife of Ibadullah Siddiqui.
7	House Number 105/147	2 Chamanganj	Srimati Akhtari Begum, Wife of Muniru Haq.
8	House Number 40/71-D	Patede	Sri Abid Husain son of Ismail Beg.
9	House Number 100/377 (Plot)	Beconganj	Mohamed Taufiq.
10	House Number 105/224 (Plot)	Chamanganj	Mohamed Taufiq.
11	House Number 112/95	Benajhabat	Srimati Rabia Begum daughter of Mohamed Bux.
12	Plot 113/223	Sarup Nagar	Abdul Shakeer.
13	House Number 112/212	Sarup Nagar	H.M. Naim.
14	House Number 44/150	Misri Bazar	Qutubun Nisa.
15	House Number 102/101	Colonelganj	Hazra Khatoon.
16	House Number 112/264 'A'	Sari/Nagar	Noor Mohamed and others.
17	House Number 95/40	Ferrashkhana	Molvi Ghulam Meht-uddin and Mohamed Amin.
18	House Number 98/165	Purwa Hiroman	Do.
19	Bungalow Number 7/89	Allen Ganj	Do.
20	Do. 14/4	Civil Lines	Do.
21	House Number 103/13	Colonelganj	Srimati Reby Begum daughter of Mohd. Bux.

AT DISTRICT VARANASI

Serial Number	Particulars of the Properties	Name of Town and Locality	Name of Evacuee	Remarks
1	2	3	4	5
<i>Town Area</i>				
1	One Kutch House.	Mohalla Pura Ram Sahai Bhadoli, Varanasi.	Ali Hussain.	
2	Do.	Mohalla Qazipura, Bhadoli, Varanasi	Abdul Khaliq.	
3	Do.	Qazipura, Bhadoli, Varanasi	Mohamed Sayeed.	
4	Do.	Mohalla Noorkhanpur, Bhadoli, Varanasi	Mokaram(Mir Kam)	
5	Do.	Mohalla Puradaro, Bhadoli, Varanasi	Mohiuddin and others.	
6	Do.	Mohalla Bazar Sawai Khan, Bhadoli, Varanasi.	Abdul Wahid.	
7	Do.	Mohalla Daroopur, Bhadoli, Varanasi.	Sabit Ali	
8	Do.	Mohalla Daroopur, Bhadoli Varanasi.	Salamat.	

1	2	3	4	5
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9 One Kutcha House with open land Mohalla Qasai Mahal, Mohamed Saddiq.
Moghalsarai, Varanasi.

City Side

10	Only Zamindari rights (to collect parjawat) in the premises Number S2/41	Orderly Bazar, Varanasi.	Hamiduddin son of Fazaluddin.	Only Zamindari rights (to collect parjawat) in the premises are evacuee property
11	Do. S2/42	Do.	Do.	Do.
12	Do. S2/42A	Do.	Do.	Do.
13	Do. S2/43	Do.	Do.	Do.
14	Do. S2/46	Do.	Do.	Do.
15	Do. S2/48	Do.	Do.	Do.
16	Do. S2/48A	Do.	Do.	Do.
17	Do. S2/49	Do.	Do.	Do.
18	Do. S2/50	Do.	Do.	Do.
19	Sr/189	Nadesar, Varanasi.	Abdul Wadood.	
20	K66/55	Narharpura —do—	Mohamed Usman.	
21	J23/78A	Kamapura, Varanasi.	Mukhtar Ahmad..	
			Sarkar Ahmad.	
22	J 29/68	Bari Bazar, Varanasi	Musamat Mahr-unisa.	
23	A portion of A 17/105	Pathani Tolla, Varanasi	Kazim Hussain.	Only a portion towards west is Evacuee property'

AT DISTRICT DEHRADUN.

Serial Number	Particulars of the Property.	Name of the locality and town in which Evacuee Property situates.	Name of Evacuee
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1	2	3	4
1	Plot . . .	Nego Road.	Mohamed Mustaq Ahmed.
2	304 . . .	Karanpur.	Mohamed Saddiq.
3	Plot . . .	Nadi Rispana	Abdul Salam.
4	25 . . .	Danda Lakhand Road.	Hafiz Ikramul Haq.
5	25-A/67	Danda Lakhand Road	Do.
6	Plot . . .	Chiryamandi.	Seth Mohamed Ismail
7	171/172 . .	Lunia Mohalla	Hafiz Ikramul Haq.
8	132 . . .	Do.	Ishaq Mohammad
9	11 . . .	Naya Nagar	Karimuddin.
10	39/40 . . .	Palton Bazar	Srimati Zahoor Jahan Begum
11	121/122 . .	Manuganj	Abdul Razaq.
12	102 . . .	Dandipur	Abdulla Bux.
13	124 . . .	Do.	Mangal Mistri
14	30 . . .	Machhli Bazar	Mohamed Hussain
15	370 . . .	Khurbura	Care of Munna.
16	372 . . .	Do.	Ramzan Teli.
17	384-A . . .	Do.	Saddiq
18	454 . . .	Do.	Kanthoo.
19	356/296 . .	Do.	Musamat Mazidan.
20	27 . . .	Mannu Ganj	Noor Ahmed.
21	8 . . .	Astelay Hall	Messers Inamullah Sons.
22	81-A . . .	Rajpur Road	Mohamed Usman.
23	81-B . . .	Do.	Do.
24	81-C . . .	Do.	Do.
25	81-D . . .	Do.	Do.
26	1 . . .	Mannu Ganj;	Fazal Ahmed
27	118/117 . .	Do.	Abdul Aziz
28	115 . . .	Dondipur	Doctor Ahmed Razal
29	26 . . .	Machhli Bazar	Rahim Bux

1	2	3	4
30	358/299	Khurbura	Srinati Aziz in
31	365	Do.	Rasool Bux
32	381/109	Do.	Taqi Mohamed
33	6/4	Dhamawala	Yusuf Brothers
34	0/7	Do.	Haifz Mohamed Khalil
35	20/17	Do.	Khafil Ahmed
36	451	Khurbura	Bhudoo
37	224	Karanpur	Abdul Ghani
38	105/106	Dandipur	Mustak Ahmed
39	202	Rajpur	Sabbir Hussain
40	2	Naya Nagar	Abdul Rauf
41	6 with a plot of Land.	New Road	Srimati Qadir Bux
42	97	Dhamawala	Srimati Zahoor Zahan Begum.

MUSSOORIE

43	Ali Niwa	Mussoorie	Ghulam Fatma
44	181	Landour, Mussoorie	Zaheer Jahan Begum
45	182	Do.	Do.
46	182/1	Do.	Do.
47	78/5	Do.	Nazir Ahmed.

SAHARANPUR DISTRICT.

Serial No.	Particulars of the evacuee property	Name of Town and Locality in which the Evacuee Property situates.	Name of the Evacuee
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1	2	3	4
1	K2/181	Pathanpura, Saharanpur	Mohammed Hussain.
2	PI/60	Kakkar Ganj, Saharanpur	Muniba Khatoon.
3	LI/71	Khanalampura, Saharanpur	Ramzan.
4	C 1/53	Yahya Shah, Saharanpur	Mizan Ali.
5	A2/105	Chobfaroshan, Saharanpur	Mehboob Ahmed.
6	CI/153	Yahya Shah Saharanpur	Inayat Ali.
7	F8/31	Abu Barkat, Deoband	Sofia and Anis Ahmed
8	F8/32	Abu Barkat, Deoband	Do.
9	F8/33	Abu Barkat, Deoband	Do.
10	F8/34	Abu Barkat Deoband	Do.
11	F8/35	Abu Barkat, Deoband	Do.
12	F8/36	Abu Barkat, Deoband	Do.
13	F8/52	Abu Barkat, Deoband	Mati Ul Haq.
14	A8/53	Bairun Kotla Deoband	Ahmed Mian.
15	740D	Pattian Ambehta	Mohamed Yahya.
16	265	Phoke Kuan, Ambehta	Rashid Ahmed.
17	E1/18	Abul Mali, Deoband	Mateen Ahmed.
18	E1/21	Abul Mali, Deoband	Talib Hussain.
19	E2/38	Shah Bukhari, Deoband	Kallu.
20	A7/165	Qilla, Deoband	Fazal Illahi Begum.
21	F/103	Ghulam Aulia, Gangoh	Sadiq.
22	23 (Area 860 Square Feet).	Civil Lines, Roorkee	Mohamed Hasan Yar Khan.
23	EW/180/6	Ambar Talab, Roorkee	Shahidan.
24	I/A/240	Pathanpura, Manghur	Altaf Hussain.
25	I/806-807	Lal Bala, Manghur	Fazal Ahmed.
26	N/689	Katchra, Manghur	Mohamed Ishaque.
27	629-630	Banderfol, Manghur	Mohamed Aziz.
28	2/1/550	Malanpura, Manghur	Shabir Khan.
29	I/A/110	Pathanpura, Manghur	Mohamed Ahsan.
30	I/A/108	Pathanpura, Manghur	Shabir Hussain.
31	I/A/107	Pathanpura, Manghur	Imam Ali, Shabir Ahmed. Nazir Hussain.

1	2	3	4
32	I/A/203	Pathanpura, Manghur	Jimmu.
33	J/500	Qilla, Manghur	Mehmood.
34	J/505	Qilla, Manghur	Sajad.
35	J/842	Qilla, Manghur	Akhtar Hussain.
36	3J/324-325	Qilla, Manghur	Shafait Hussain.
37	3J/387	Qilla, Manghur	Abdullah.
38	500	Qilla, Manghur	Vakil Ahmed.
39	387	Qilla, Manghur	Shafait Hussain.
40	3J/367	Qilla, Manghur	Ikhlaque Hussain.
41	3J/568	Qilla, Manghur	Aijaz Hussain.
42	3J/564-565	Qilla, Manghur	Azhar Hussain.
43	3J/279	Qilla, Manghur	Laiq Ahmed.
44	E1/4(3986)	Sarai Mehdi, Saharanpur	Iqbal and Ishaq.
45	A/172	Ashraf Ali, Gangoh	Rustam and Islam
46	C/151	Bahauddin, Gangoh	Mohamed Farooq.
47	C/152	Bahauddin, Gangoh	Do.
48	E4/159	Lakhi Gate, Saharanpur	Latif Ahmed.
49	W2/141	Khalasi Line, Saharanpur	Aziz udin.
50	K1/5	Dehra Dun Road Saharanpur	Ghulam Mohamed.
51	C6/68	Pilkhan Tala, Saharanpur	Daud Ahmed Zahir Fatima.
52	C6/71A	Pilkhan, Tila, Saharanpur	Do.
53	14/174, Municipal Number 6/1810)	Daud Sarai, Saharanpur	Rashid Khan.
54	14/179 (Do.-6/1813)	Do.	Do.
55	14/182 (Do. 6/1800)	Do.	Do.
56	14/185 (Do. 6/1797)	Do.	Do.
57	Plot under house No. J1/61,		Zahir Khan and others.
58	Grahmi Mandi Do. /62	Do.	Ahsan Ullah.
59	K2/39 (M.No. 7/2023) Pathan- pura.	Do.	Maqsood Ahmad.
60	K2/40 (M.No. 7/2023/1)	Do.	Do.
61	K2/161	Do.	Imtiaz son of Qarim Hussain.
62	P3/7 Khawajahdgan	Do.	Mohammed Hasan son of Hasan Mohamed.
63	P/37 Do.	Do.	Salamul Nisa wife of Qaim Hussain.
64	P3/10 Do.	Do.	Do.
65	P3/10 Plot Do.	Do.	Do.
66	P3/17 Do.	Do.	Do.
67	P3/75 Do.	Do.	Do.
68	O1/14 Mali Gate	Do.	Iqbal Ahmad.
69	O4/65 Bartala Yadgar	Do.	Kaloo.
70	P1/16 Dal Mandi	Do.	Laiq Ahmed.
71	P1/47 Kohar Ganj	Do.	Do.
72	P1/34 Do.	Do.	Do.
73	P1/66 Do.	Do.	Akhlaq Ahmed.
74	P6/63 (M.No. 4500 to 4503) Shahid Ganj	Do.	Laiq Ahmed.
75	P6/65 (Municipal No. 4489 to 4493)	Do.	Do.
76	E1/68	Mehdi Sarai	Imaman wife of Alla Dia.
77	E2/155	Sarai Mardan Ali	Sadiq Ali son of Qamar Ali.
78	F3/18	Sarai Shahji	Furqan Ahmed.
79	F3/19	Do.	Do.
80	F2/7A	Do.	Mohamed Tayyab.
81	S2/96	Jaffar Nawaz Khan	Portion of Om Parkash.
82	S3/13	Khawaja Ahmed Sarai	Salamil Nisa.
83	S4/190	Shah Madar	Abdil Aziz.
84	M4/61	Khumran Road	Haider Hasan.
85	C2/44	Ambehta town District	Zahur Ahmed.
86	O/161	Mubarak Ali Gangoh	Mustaq Ahmed.

1	2	3	4	5
87	L/43a	Kotla,	Saharanpur	Mohamed Yaqub.
88	L/52	Do.	Do.	Do.
89	L/53	Do.	Do.	Do.
90	L/58 A-B	Do.	Do.	Do.
91	L/68	Do.	Do.	Do.
92	2/4/51	Rampur Maniharan	Do.	Mohamed Akhtar, Mohammed, Shibil.
93	2/4/53	Do.	Do.	Do.
94	3/1/121	Do.	Do.	Do.
95	2/4/57	Do.	Do.	Do.
96	A/51/55	Qilla Deoband	Do.	Hamid Ali Imtiaz Ali Chhota.
27	J/3 104, Jawalapur purcca portion and land in front of it.			
98	J13/24	Mohalla Paiath, Jawalapur Saharanpur		Abdul Aziz Khan.
99	A7/231	Mohalla Qilla, Deoband, Saharanpur		Musamat Bundi.
100	D1/167	Peelkhantola,	Do.	Musamat Biba.
101	S/108	Mohammed Sayedan Gangoh	Do.	Musamat Nawab Begam.
102	Plot bounded as East Post of Harkesh West House of Harkesh North Abadi, South Sarak Ma- havidyalaya.	Mohalla Jharan Jawalpur	Do.	Noor Ahmed and Abdul Razak.

AZAMGARH DISTRICT

Serial Number	Particulars of the Evacuee Property	Name of Towns and Locality in which the evacuee property situates	Name of Evacuee
1	2	3	4
1	C VI/182	Mau Nath Bhanjan District, Azamgarh.	Mohamed Illyas.

PILIBHIT DISTRICT

Serial Number	Particulars of the Evacuee Properties	Name of Towns and Locality in which the Evacuee Property situates	Name of Evacuee
1	2	3	4
1	A2/54	Bhoorey Khan.	Mustaq Ali.
2	A2/35	Do.	Bundoo.
3	A4/93	Munir Khan.	Anwar Shah.
4	A4/118	Do.	Niaz Bahadur.
5	A4/119	Do.	Do.
6	A5/334	Mohamed Wasil.	Mohamed Allam.
7	A5/355	Do.	Asgar Ali.
8	A5/362	Do.	Rashid Khan.
9	A7/90A	Khudajang	Banney Khan.

1 2

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10	A9/Kothri.	Deshnagar.	Banney.
11	A10/95	Sher Mohamed	Mohamed Ahshan.
12	A12/10	Bakar Qushab	Kabir Ahmed.
13	A12/Plot.	Do.	Ismail.
14	A13/122	Madina Shah.	Lal Mohamed.
15	A13/7.	Do.	Abdul Sattar.
16	A21/91	Malik Ahmed.	Hazi Chimman.
17	A21/92	Malik Ahmed.	Hazi Chimman.
18	A18/118	Sheikh Chand.	Shamshoo.
19	A19/137	Mohamed Farooq.	Mahandi Hassan.
20	A19/128	Do.	Maqsood Ali.
21	A14/96	Khairullah Shah.	Mangal Shah Karim Shah.
22	B6/15.	Thakahn.	Abdul Latief.
23	B01/242	Gaffar Khan	Anwar Hussain.
24	B10/123	Gaffar Khan	Qubra Begum.
25	B18/143AB	Khushimal	Rezaul Rehman.
26	B20/41MB	Bashir Khan	Ramzani.
27	B21/104	Nakhsha	Mohamed Shafi.
28	D2/82	Pheel Khan	Ahmed Sayed.
29	A3/101, 102	Bashir Khan	Raisuddin.
30	Plot in Bisalpur	Gayaspur	Chidde Khan.
31	House in Noorla.	Mohamed Yar Khan	Nawab.
32	1/1/117	Do.	Rafiqul Rehman.
33	1/1/175	Do.	Rafiqul Rehman
34	2/5/75	Abdulrechman	Shukha Nai.
35	1/3/24	Khera	Bashir Khan.
36	House in Puranpur	Ganeshganj	Salamatullah.
37	House in puranpur	Puranpur	Bashir Ahmed.
38	House in Puranpur	Puranpur	Kashimkhan.
99	A20/33XA	Dalchand	Manzoor Ali.

AT DISTRICT GHAZIPUR

Serial Number.	Particulars of the Properties.	Name of the Locality and Town in which evacuee Property situates.	Name of Evacuee
1	House (Khandhar)	Ghazipur Municipal Board, Mohalla Sayed wara.	Srimati Mohamdi Bibi.
2	Do.	Do.	Sri Hidayatullah and Hashmatullah.
3	House (Parti)	Ghazipur, Municipal Board Mohalla Rajdepur.	Sri Badshah and Mustafa.
4	House	Ghazipur, Municipal Board, Shahipura.	Sri Mohamood Husain.
5	House (Khandhar)	Ghazipur, Municipal Board, Mohalla Rool Mandi.	Sri Farid and Siraj.
6	Do.	Do.	Sri Fate Husain.
7	Do.	Ghazipur, Municipal Board Mohalla Miktipura	Sri Rafiq.
8	House	Ghazipur, Municipal Board Mohalla Sujawalpur.	Sri Zahir.
9	Do.	Mohammadabad Town.	Sri Saleem and Rafiq.
10	Do.	Zamania Town	Sri Sahebzama and Sher Zama Khan.
11	Do	Do.	Sri Iswak Khan.
12	Parti Land	Do.	Sri Fakar, Zafar and Qadir.
13	House (Khandhar)	Do.	Sri Mahmood Khan and Abid Ali.

AT DISTRICT BALLIA

1	2	3	4
1	House . . .	Ballia, (Baleshwarghat) . . .	Gulsum Bibi.
2	House . . .	Do.	Do.
3	House . . .	Ballia (Mohalla Bishunipur) . . .	Moharma Bibl.
4	House . . .	Ballia (Bansdih)	Sharif and Latif.
5	House (Parti) . . .	Ballia (Maniar, Tahsil Bansdih)	Hashim son of Ishaq.
6	House . . .	Ballia [Mohalla Chakmubarak (Sikanderpur) Tehsil Bansdih]	Wajiuddin son of Molbi Nurul.
7	House . . .	Ballia [Mohalla Badhameti (Sikan derpur) Tahsil Bansdih]	Jokhus son of Chirkut Aziz son of Aklu, Saidu and Teju sons of Mangru, Bukbee.
8	House . . .	Do.	Do.
9	House . . .	Do.	Do.
10	House . . .	Do.	Do.
11	House . . .	Sahatwar Town, Tahsil Bansdih.	Noor Mohamed son of Safiq.

AT DISTRICT SITAPUR

1	House Number .	Mohalla Bagbani, Tola Laherpur	Zamir Zillani.
2	Do.	Mohalla Qaziara Sitapur . . .	Sri Tayab Husain.
3	Do. 1698	Mohalla Kot Sitapur . . .	Puttan Khan and Aliyas Khan son of Amlr Khan and Srimati Alia daughter of Munney Khan deceased.
4	Do. 34(101)	Mohalla Mirdahi Tola . . .	Qamruddin son of Naziruddin
5	House Number .	Mohalla Chaubey Tola Sitapur . . .	Wife of Kadir Halwai, Habib Puttu son of Kadir Halwal.
6	Do.	Mohalla Saikh Sarai, Sitapur . . .	Ali Ahmad son of Ahmad Ali.
7	Do.	Mohalla Alam Nagar Sitapur . . .	Srimati Amatul H.bib Begam daughter of Sri Fazal Hussain.
8	Do.	Mohalla Kot, Sitapur . . .	Rabim Ullah
9	Do.	Husain ganj, Sitapur . . .	Mohamed Ibrahim.
10	Do.	Mohalla Seikh Sarai Khairabad	Ali Raza son of Faqir Mohamed.
11	Do.	Mohalla Tada Salar Laharpur . . .	Gulam Rasool and Gulam Dastigir Hazi Bhajji.
12	Do.	Mohalla Alamnagar, Sitapur . . .	Mustaq Hussain son of Mustafa Hussain.
13	Do.	Mohalla Basahiya Tola Laherpur.	Syed Mohamed Ishaq.
14	Do.	Mohalla Sader Bazar, Sitapur . . .	Noor Mohamed son of Subhan Khan.
15	Do. 173	Mohalla Chillan Sarai, Khairabad	Ali Husein.
16	Do.	Mohalla Seikh Sarai, Sitapur . . .	Sadiqul Hussain.
17	Do.	Mohalla Seikh Sarai, Khairabad, Sitapur.	Mohamed Yusuf.
18	Do.	Mohalla Qazi Tola, Biswan. . .	Nazir Ali alias Syed Mohamed Akhtar.

AT DISTRICT GORAKHPUR

1	415 . . .	Khunipur	:	:	:	Ashfaq and Maqbool.
2	30 . . .	Qazipur Khurd	:	:	:	Niem son of Abdulla.
3	199 . . .	Do.				Ali Hamal.
4	199B . . .	Qazipur Khurd	:	:	:	Ali Hamal.
5	82 . . .	Dhammal	:	:	:	Zahidul Haq.
6	One plot of land measuring 1364 Square feet.	Mohalla Reti	:	:	:	Ali Zahir.
7	One house . . .	Bulaqipur	:	:	:	Ali Zahir.
8	One house known as Gaushala.	Bulaqipur	:	:	:	Akbar Jahan Begum.

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AT DISTRICT BAREILLY

1	WB5/244	Katghar	.	.	.	Sri Iqar Husain.
2	WA21/Nil	Salenagar	.	.	.	Shaukat Yar Khan.
3	541	Cantonment	.	.	.	Shri Allah Din.
4	CA6/18	Do.	.	.	.	Shri Ahmad.
5	WD3/63	Darzi Chawk	.	.	.	Shri Mahmood Husain.
6	WB14/29	Memran	.	.	.	Shri Ashfaq Husain.
7	EC1/24/10	Soofi Tola	.	.	.	Shri Sher Banno.
8	EB7/46	Gher Jaffar Khan	.	.	.	Wife of Seikh Ibrahim.
9	EC11/108, 10/99	Sahowani Tola	.	.	.	Shri Mohmed Multin.
10	ED6/77	Bacharpura	.	.	.	Shri Chanda Mian
11	WC3/85-86	Malookpur	.	.	.	Do.
12	EA10/119	Shahabad	.	.	.	Shri Mehboob Ali.
13	CA10/167	Do.	.	.	.	Shri Abdul Husain.
14	EB10/69	Kanker Tola	.	.	.	Shri Jhaman Khan
15	EB15/30	Rohil Tola	.	.	.	Shri Sherfa Begum.
16	EB8/41	Bukharpur	.	.	.	Shri Ali Mohamed.
17	EB1/78	Qabri Tola	.	.	.	Shri Rehmat Ullah.
18	EB4/94	Qazi Tola	.	.	.	Shri Shafat Husain
19	EB4/226	Do.	.	.	.	Shri Anwar Ahmad.
20	EB19/140B	Haziapur	.	.	.	Shri Mohamed Ali.
21	EB10/18	Kanker Tola	.	.	.	Shri Habibullah.
22	EB11/105	Do.	.	.	.	Shri Aziz.
23	WC12/85	Do.	.	.	.	Shri Mohebey Ali.
24	ED21/10	Akab Kotwali	.	.	.	Shri Khaliq Ahmad.
25	EB10/1	Kanker Tola	.	.	.	Shri Shafdar Begum and others.
26	EC9/36	Nawada Sukhan	.	.	.	Shri Kamil and Rashid
27	WA5/104	Munipura	.	.	.	Shri Niamat Husain.
28	WD9/28	Zakhira	.	.	.	Shri Altaf Musamat Bateshar.
29	WB26/125	Sale Nagar	.	.	.	Shri Nasiruddin.
30	EC11/42B	Sehswan Tola	.	.	.	Shri Tufail Ahmad.
31	WC12/10	Nak Shabandan	.	.	.	Shri Aziz Ahmed.
32	WB2/68	Phoolwala	.	.	.	Shri Mohamed Idris.
33	WB23/118	Khanno	.	.	.	Shri Tasduq Husain.
34	WC6/18	Malookpur	.	.	.	Shri Bundu.
35	EC3/313	Seulani	.	.	.	Shri Abdul Majid.
36	WB17/49	Chipi Tola	.	.	.	Srimati Asgar Begum.
37	EB11/55	Kanker Tola	.	.	.	Do.
38	EB11/7	Do.	.	.	.	Sri Munna Khan.
39	414	Sadar Bazar	.	.	.	Shri Ibrahim Khan.
40	WB4/133	Khannu	.	.	.	Shri Abdul Hamid Abdul Hakim.
41	Acquired Evacuee Property Number 102 and 103.	Civil Lines, Bareilly	.	.	.	1. Musmat Ashraful Nisa. 2. Sri Abdul Rauf Khan. 3. Sri Abdul Wadood Khan. 4. Sri Abdul Gafoor Khan. 5. Musamat Nazir Jahan Begum. 6. Abdul Habib Khan. 7. Musmat Zile Alahi Begum. 8. Sri Abdul Gadoo Khan. 9. Abdul Hadi Khan. 10. Musamat Masooda Begum. 11. Musamat Goovia Begum. 12. Musamat Jamalul Nisa Begum.
42.	WA 13/144, 245, 246.	Katra M. u R. J.				K. A. and others.
43.	CA 6/85, 804	Sadar B. zir.				Fazlul Rehman.
44.	WD 12/76	Azam N. g. r.				Abbas Begum.

DISTRICT BARABANKI

I Evacuee Property Village District,
Plot Number Barabanki.
2165/ I-17-0.

Mohamed Hussain and others.

Serial Number	Particular of the Property	Name of the Towns and Locality in which Evacuee Property situates	Name of Evacuee
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AT DISTRICT SHAHJAHANPUR

1	House Number D- 1/414 and 416.	Mohalla Khalil Gharbi.	1. Sri Wahid Ullahson of Abdulla. 2. Wali Hasan son of Abdulla.
2	House Number D- 7/39.	Mohalla Khalil Sharqi	Sri Abdul Rahim.
3	House Number D- 11/97-98	Mohalla Babuzal.	Sri Nazir Mohamed son of Faqir Mohamed.
4	House Number C. T.C./68	Mohalla Cantonment Area	Shri Ibrahim son of Abdur Rahman. Mohamed Ismail son of Abdur Rehman.
5	House of Mohamed Hussain.	Mohalla Gaus Ganj, Jalalabad.	Sri Mohamed Hussain.

AT DISTRICT BUDAUN BUDAUN

1	N-10/91	Chaudhri Ganj.	Mohamed Husain son of Iddoo.
2	N-12/106	Syed Bara	Srimati Bulaqan wife of Hafeezl Khan.
3	N-12/17	Sayed Bara	Takhliqul Hasan and Anisul Hasan.
4	N-12/424	Chahmir	Srimati Akhtari Begam.
5	N-12/432	Do.	Do.
6	N-12/4/95	Sayed Bara	Mehboob Jan and Srimati Kishwar Jahan.
7	N-12/5	Do.	Do.
8	N-12/6	Do.	Do.
9	N-16/157	Farshali Tola	Qauser Husain son of Habibullah.
10	N-16/100	Maulvi Tola.	Mehboob Jan and Srimati Kishwar Jahan.
11	N-17/10	Do.	Ziaulla son of Nazeerullah.
12	N-17/195	Do.	Srimati Achhi Begam.
13	S-1/9	Jalindhari Sarai	Nazeer Ahmed son of Nizamullah.
14	S-1/357-I	Jogipura	Qurbe Mohamed son of Fakheruddin.
15	S-3/158	Jalindhari Sarai	Naushey Ali Khan.
16	S-3/162	Do.	Srimati Shafful Nisa.
17	S-3/89	Do.	Abdul Nabi.
18	S-7/50	Sarai Fakir	Anwar Ali.
19	S-7/104	Nahar Khan Sarai	Ashfaq Husain.
20	S-7/106	Do.	Do.
21	S-7/127-5	Do.	Mehboob and Sadiq.
22	S-7/127-6	Do.	Do.
23	S-7/128-1	Do.	Do.
24	S-7/128-2	Do.	Do.
25	S-7/128-3	Do.	Do.
26	S-7/128-4	Do.	Do.
27	S-7/144	Do.	Masit and Srimati Tamizan.
28	S-8/369	Chaudhari Sarai	Khalil Ahmed.
29	S-8/318	Do.	Ali Ahmed.
30	S-9/62	Sotha.	Ghulam Qadoos.
31	S-9/125	Do.	Sadiq Hussain.
32	S-9/44	Do.	Srimati Mehfoozan.
33	S-9/74	Do.	Lutaf Ali Beg.
34	S-9/107	Do.	Abdul Latif.
35	S-11/8	Do.	Yaseen Bux.
36	S-11/128	Do.	Alley Hasan.
37	Khander adjacent to S-11/127	Do.	Sibte Hasan.
38	S-12/47	Do.	Taukr Mohamed son of Ali Jan.

1	2	3	4
39	S-13/89	Uper Para	Aziz Ahmed.
40	S-13/154	Alif Khan Sarai	Srimati Riffat.
41	S-14/320	Qaboolpura	Abdul Waheed.
42	S-14/320-1	Do.	Do.
43	S-14/320-2	Do.	Do.
44	S-14/448	Qaboolpura	Muattar Hussain son of Wilayat Husain.
45	E-3/9	Behrampur	Naseeruddin.
46	E-8/185/1&2	Nagla Sharqi.	Mohamed Ali Khan.
47	E-8/186	Do.	Mohamed Ali Khan.
48	E-9/6	Civil Lines.	Rafi Alam, Srimati Khursheed Laq Begam.
49	E-13/83	Purana Bazar	Sughra Begam.
50	E-8/187	Nagla Sharqi	Mohamed Ali Khan.

UJHIANI

51	101/95	Shaukara	Abdul Karim and Abdul Majid.
52	187 (Dilapidated)	Pathantola	Shafiq, Asghar Ali and Akhtar Ali.
53	189	Do.	Do.

SEHASWAN

54	6/734	Shehbazpur	Ashiq Ali.
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AT DISTRICT RAE BAREILI

1	Kacha Pacca house without number.	Lalganj, Mohalla Chikwa Tola Ward Number 4.	Ghulam Sarwar son of Tasaduq Hussain resident of Lalganj.
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TEHSIL RAE BAREILI

2	House Number 694	Mohalla Androon Qila.	Mohamed Shafi son of Mohamed Sami.
3	Khanda on Nazool plots Numbers 459, 460, 461 and 463 measuring 10 Biswas.	Mohalla Jahanabad (Wazirganj).	Musamat Aziz Fatima daughter of Ibnu Hasan.
4	House No. 3565	Mohalla North Jahanabad	Sri Rafi Uddin Ahmad of Mohalla Jahanabad.

TEHSIL SALON (Jais)

5	Khanda	Mohalla Gurlana, Jais	Allah Bux son of Angan Dhobi.
6	Kacha House	Mohalla Ghosiana, Jais	Ali Sher and Akbar sons of Karim Dhobi.
7	House Kacha	Mohalla Kaziana Kalan, Jais	Molhi son of Nabi Bux of mohalla Kaziana, Jais.
8	Khanda	Mohalla Saidana, Jais	Abdul Rahim son of Sand resident of Jais.
9	House Pacca	Mohalla Tamana Jais	Sayed Husain son of Sajid Husain.
10	House Kacha	Jais	Allah Bux son of Jumman of Jais.
11	House	Chhota Kaziana, Jais	Abid Husain, Azaz Husain and Ashiq Husain sons of Doctor Mumtaz Husain of Mohalla Chhota Kaziana.
12	Khanda	Mohalla Kanchana Kalan, Jais	Rahim Bux son of Mendum Dhobi.
13	House	Mohalla Kanchana, Jais	Chhedi son of Ilahi Dhobi.

[No. F1(1217)-58/Comp III/Prop.]

I. N. CHIB, Dy. Chief Settlement Commissioner,
Ex-Officio Dy. Secy.

(Office of the Chief Settlement Commissioner)

New Delhi, the 16th May 1958

S.O. 915.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri D. D. Sharma, P.C.S., Deputy Secretary to the Punjab Government, Rehabilitation Department, Chandigarh as *Ex-Officio* Settlement Commissioner in the State of Punjab for the purpose of performing the functions assigned to a Settlement Commissioner by or under the said Act, in respect of agricultural lands and shops in any rural area including houses, cattle sheds and vacant sites, if any, in any such area allotted along with any such lands.

[No. 3(11)-Policy II/58.]

I. N. CHIB,
Deputy Chief Settlement Commissioner.

(Office of the Chief Settlement Commissioner)

New Delhi, the 13th May 1958

S.O. 916.—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Gurdas Singh as Assistant Settlement Commissioner for the purpose of performing the functions assigned to such officer by or under the said Act with effect from the date he took charge of his office.

[No. 5/48/57-Comp.I.]

New Delhi, the 14th May 1958

S.O. 917.—In exercise of the powers conferred by Sub-section (i) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the State of Punjab, Shri D. D. Sharma, Deputy Secretary to the Government of Punjab as Additional Custodian of Evacuee Property for the purpose of discharging the duties imposed on Custodian by or under the said Act.

[No. XII(12)PROP(ADMN)/58]

New Delhi, the 16th May 1958

S.O. 918.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri M. T. Chatti, Assistant Settlement Commissioner as Settlement Commissioner for the purpose of performing the functions assigned to such Commissioners by or under the said Act with effect from the date he took charge of his office.

[No. 5/11/Admn(Reg)/56.]
M. L. PURI, Settlement Commissioner and
Ex-Officio Under Secy.

(Office of the Chief Settlement Commissioner)

ORDER

New Delhi, the 16th May 1958

S.O. 919.—In exercise of the powers conferred by sub-section (2) of section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, (44 of 1954), I Shri L. J. Johnson, I.C.S. Chief Settlement Commissioner, hereby delegate to Shri D. D. Sharma, P.C.S., Settlement Commissioner, Punjab, the powers conferred upon me under section 23, 24 and 28 of the said Act for the purpose of passing necessary orders under these sections in so far as they relate to the custody, management and disposal of property (including agricultural land) in the State of Punjab in a rural area as defined in clause (i) of rule 2 of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, which forms part of the Compensation Pool.

[No. 3(11)/58-policy II.]
L. J. JOHNSON, Chief Settlement Commissioner.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th May 1958

S.O. 920.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal at Calcutta, in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1, Gurusaday Road, Ballygunge, Calcutta 19.

REFERENCE NO. 4 OF 1957

PARTIES

The Employers in relation to the Bombay Port Trust, Bombay

AND

Their workmen.

PRESENT:

Shri A. Das Gupta, Presiding Officer.

APPEARANCES:

For the workmen: Shri S. Maltra, General Secretary, B.P.T. General Workers Union.

Dr. Shanti Patel, General Secretary, B.P.T. Employees Union.

For the Employers: Shri S. D. Nariman, Legal Adviser, Bombay Port Trust.

AWARD

By notification No. LR-3(28)/57, dated the 6th October, 1957, the Government of India, Ministry of Labour & Employment, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947) referred to me for adjudication an industrial dispute between the employers in relation to the Bombay Port Trust and their workmen. The industrial dispute as specified in the schedule to the Order of Reference is as under:

SCHEDULE

“What arrears of wages on account of overtime, if any, are due, having regard, among other things, to considerations of equity and merit and/or the provisions of the Minimum Wages Act and the rules thereunder to:

- (1) the workers of the Engineering Department doing “Pori” or watch duty since 15th March, 1951, and
- (2) the signallers of the Pilot Vessel “Kennery” for work in excess of eight hours per day since 15th March, 1951.”

The first item of the industrial dispute relates to the payment for “Pori” duty performed by the workers of the Engineering Department of the Bombay Port Trust as overtime work, and second item relates to payment for work in excess of 8 hours per day to the signallers of the Pilot Vessel “Kennery”. Workers employed on “Pori” duty involved in the first item of the dispute belong to different sections of the Engineering Department—

- (a) Bombay Port Trust Workshops,
- (b) Salvage Section,
- (c) Dredgers, Floating cranes and workshop barges and launches of the Chief Engineer’s Department under the Bombay Port Trust.

The workmen of sections (a) and (b) are represented by the Bombay Port Trust Employees Union and the workmen of section (c), as also the Signallers of the Pilot Vessel “Kennery” are represented by the Bombay Port Trust General Workers’ Union. The two unions have filed two separate written statements.

2. As already indicated, the claim of the workmen involved in the present reference is for payment for all the hours worked in excess of their normal duty hours since 15th March, 1951 at overtime rates according to the Minimum Wages Act and the rules framed thereunder. The Minimum Wages Act, 1948 which came into force in 1948 provides for fixation of minimum wage rates for employments listed in the schedule to the Act. It is not disputed that the workmen involved in the present reference are eligible under the Minimum Wages Act. By separate notifications issued on different dates, minimum wages were fixed under the Act for different categories of workmen under the Bombay Port Trust. Notifications S.R.O. 335, published on 7th March, 1951, S.R.O. 590, published on 29th March, 1952 and S.R.O. 3671, published on 29th December, 1954 are three of such notifications. These notifications are annexures to the written statement of the Bombay Port Trust General Workers Union—Exhibit A to C. The first mentioned notification was to take effect on and from 15th March, 1951 and the other two on and from the dates of their respective publication, i.e., 29th March, 1952 and 29th December, 1954. Along with other demands, the demand that all the employees under the Bombay Port Trust, whether notified or not under the Minimum Wages Act, be made eligible for benefits under the Act with retrospective effect from 15th March, 1951 (the date on which the first notification came into force)—came up before the Board of Trustees, and the Board of Trustees referred the matter to F.G., T. & E. Committee. The Joint Committee recommended to the Board that the benefits of the Minimum Wages Act should be extended to all staff eligible under the Minimum Wages Act, whether notified or not with effect from 15th March, 1951. The Board of Trustees by resolution No. 569 at a meeting held on the 11th August, 1953 approved the recommendation and adopted it, the Board of Trustees having decided to extend the benefits under the Minimum Wages Act with retrospective effect from 15th March, 1951 to all those employees under the Bombay Port Trust who were eligible for such benefits under the Act (Ext. W/13). The claim of the workmen is in substance for implementation of the Board's resolution rather than for implementation of any notification under the Minimum Wages Act.

3. For a clear appreciation of the demands of the workmen, a short history of the terms and conditions of employment of the workmen involved in the present adjudication is relevant. The schemes of "Pori" duty of the workers of the Engineering Department and of the signalling work on the Pilot Vessel "Kennery" out of which the present dispute arises have since been replaced by new schemes for "Pori" duty and signalling on the Pilot Vessel "Kennery" on different dates to which I shall refer as and when necessary. The demands of the two Unions are confined to "Pori" and signalling work under the old scheme.

4. The practice of employing the Khalasis of the Bombay Port Trust Workshops and of the Salvage Section obtained in the Bombay Port for a long time till it was replaced by new schemes for "Pori" work on and from 1st December, 1953. Under the old scheme two Khalasis were drafted from the workshops per day for "Pori" duty on board the Port Trust vessels for a period of seven days at a stretch after the normal duty hours, the hours of "Pori" duty being 5-30 P.M. to 8 A.M. (next day) from Monday to Friday, from 1 P.M. to 8 A.M. (next day) for Saturday and 8 A.M. to 8 A.M. (next day) for Sundays and holidays and were paid at overtime rates for two hours per day for Monday to Saturday and 10 hours for Sundays and holidays. They were also provided with sleeping accommodations, the services of a Bhandari and cooking facilities, e.g., free supply of stoves, coal, water and cooking utensils, etc. Prior to 15th March, 1951 (from which date the benefits under the Minimum Wages Act were made available to the workmen of the Bombay Port Trust), the overtime rates were $1\frac{1}{2}$ times the basic wages. It is admitted that sometime after the resolution No. 569 of the 11th August, 1953 all workmen who had been paid overtime at the old rate have since been paid the difference between the double the ordinary rates of pay of the workers as defined in Rule 25 of the rules framed under the Minimum Wages Act and the payments actually made. Such payments were for only those hours for which the workshop Khalasis had been paid in the past. The Union claims that the Khalasis of the Bombay Port Trust Workshop shall be paid at double their ordinary rates of wages including all allowances as provided in Rule 25 under the Minimum Wages Act for all the hours actually worked in excess of their normal duty hours.

5. Regarding the workers of the Salvage Section doing "Pori" duty, the written statement of the Bombay Port Trust Employees Union is silent about the details. Nothing has been said about the hours of such "Pori" duty or the nature of work the Khalasis had to perform. It may be mentioned that there

is no evidence on the record to indicate that the Union ever demanded any payment for "Puri" duty performed by the workers of the Salvage Section prior to 1957. The Union has placed before me two letters one of which was addressed by the General Secretary of the Union to the Chief Labour Commissioner on 25th July, 1957 (Ex. W/9) and the other was a letter of the Chief Engineer addressed to the Secretary of the Bombay Port Trust on 31st August, 1957 (Ex. W/21) purporting to comment on the letter of the Union to the Chief Labour Commissioner. In Exhibit W/21 the Chief Engineer refuted some of the facts alleged in Ex. W/9 and made a statement about the scheme for "puri" duty performed by the workmen of the Salvage Section in the past. These two letters are Annexures to this award (Annexures A and B).

6. Of the dredgers, floating cranes, workshop launches and barges some work one shift from 7 A.M. to 7 P.M. or 8 A.M. to 5-30 P.M. and some double shifts from 7 A.M. to 7 P.M. and 7 P.M. to 7 A.M. on all week days except on Saturday on which day, the vessels were not worked on the second shift. It is admitted that out of 12 hours' work, 3½ hours per day for the day shift and 6 hours per day for the night shift from Monday to Friday and 7 hours for the day shift on Saturday were on overtime payment. The details are given below in a tabular form:

Hours of work prior to implementation of the Minimum Wages Act.

(Based on Exts. W/14, pp. 4 and 5 and Annexures to Bombay Port Trust's written statement Exhibit I)

Vessels	Hours of work	Overtime at 1½ times basic pay	Remarks
S.D. Wedgeon & Spothill	Monday to Friday	7 a.m. to 7 p.m. m. 3 ½ hrs.	For works done outside the shift hours, additional overtime wages are paid for two hours for the entire stockhold crew and 1½ hrs. to the entire Engine Room crew for raking fire, raising steam, warming through the main engines and auxiliaries, oiling, greasing, closing down, cleaning, banking fire, collecting ashes and filling the boiler with water.
	Saturday	7 a.m. to 7 p.m. 7 hrs.	
H. G. D. Chelura	Monday to Friday	<i>Shift I</i> 7 a.m. to 7 p.m. 3½ hrs.	
G. D. Flamingo	.	<i>Shift II</i> 7 p.m. to 7 a.m. 6 hrs.	
H. B. Moorhen	.		
H. B. Dabchick	.		
H. B. 138, 139 & 140	Saturday	<i>Shift I</i> 7 a.m. to 7 p.m. 7 hrs.	
G. D. Priestman	Monday to Friday	8 a.m. to 5-30 p.m.	
M. T. Karanjia	Saturday		
H. B. 127 & 128	.		

The crews were not required to work on their regular duties on Sundays and holidays.

7. About the Dredgers, Floating Cranes, workshop barges and launches under the Chief Engineer, the practice had been in the past that half the crew remained on 'Pori' or watch duty on board the vessels which were worked on single shift after close of their regular shift hours till commencement of the regular shift on the next day on week days—Monday to Saturday, and in respect of all vessels working either on single shift or on double shift half the crew remained on board the vessel for 24 hours and Sundays and holidays. They were not drafted by the Bombay Port Trust but they remained on board the vessels for their own convenience and of their own free will by mutual arrangement on account of difficulties about the residential accommodation in the city. In return they were provided with sleeping accommodation, free services of a Bhandari and cooking facility, e.g., free supply of stoves, coal, water and utensils. They were not paid any remuneration for "Pori" work. However, as most of the crews stayed on board the vessels although half the crew as required, they were paid overtime wages for 50% of the actual working hours in case they were required to attend to the vessels on account of storm, cyclone and storm signal and for all the hours worked in case they were required to work before or after the hours on account of tides, to shift the vessels for the convenience of shipping or to raise the steam, bank fire, bunker and clean the smoke boxes or tubes (Ex. W/14, pp. 4-5). Annexure C to this award will clearly indicate the hours of "Pori" duty on the Dredgers and Flotillas under the Chief Engineer. Of the dredgers and flotillas, the dredgers are under the Executive Engineer and the launches, barges and floating crane 'Saru' are under the Mechanical Superintendent. The practice of some crew remaining on board the vessels for "Pori" duty has since been replaced by new schemes of "Pori" work in conformity with the provisions of the Minimum Wages Act and the rules framed thereunder. The old practice was replaced in December, 1953 in the case of flotillas under the Mechanical Superintendent and from 15th June, 1956 in the case of the dredgers.

8. Prior to 1st June, 1953, the signalling staff of S.P.V. Kennery consisted of 6 men. The strength of the staff was settled on the basis that 5 men would be required for the work and one would act as a reliever during absence of any of the five. Of the five again, two were required to be on board the vessel and three were off on shore on leave. The signalling work consisted of Long Range Wireless Telephony, Radio Telephony and Visual Signalling. According to the roster, two men were detailed each day—one for Wireless Telephony (hereinafter to be indicated as W/T) and the other for Radio Telephony and Visual Signalling (hereinafter to be indicated by R/T and V/S). The men who performed the W/T duty was allowed shore leave on the following day and was posted on R/T and V/S duty on the third day. He was allowed two days' shore leave. W/T work required attendance of 8 hours in 4 spell spread over between 9-30 A.M. to 1-30 P.M. at intervals of two hours and R/T and V/S work involved 24 hours attendance. The Union contends that as these types of work were very complicated and as the Signalman in-charge of W/T had to perform multifarious duties, both the workers were kept busy throughout 24 hours so much so that in a month of 30 days each worker had to work for 288 hours as against the normal statutory limit of 208 hours (26 x 8). Signalmen were however allowed free ration admissible under coasting Articles and were given a special pay of Rs. 15/- per month for working in the pilot vessel. The Trustees contend that a Signaller had to work for only 12 days in a month of 30 days. This is on the assumption that one man was always on leave, and when all the six were working and no man was on leave, each worker was required to work, as Shri Nariman contends, for only 10 days in a month of 30 days. It has been urged that the workers would have no grievance if W/T was carried on in two shifts and R/T and V/S in three shifts. According to the Port Trust, under this arrangement the Signalman put in only 192 hours in a month of 30 days if one was always on leave and 160 hours if none was on leave and all the six were available for work. The arrangement had been made in such a way that a Signalman was able to stay on shore for the longest continuous period possible. Shri Nariman further contends that the worker in-charge of V/S was called on the deck when a vessel was in sight and did not necessarily work for 24 hours. The pilot vessel 'Kennery' was out of commission after 31st March, 1953, and no signalling was done till the vessel was again placed on commission on 15th June, 1955, when the old scheme had been replaced by a new one framed in conformity with the provisions of the Minimum Wages Act and the rules framed thereunder. The new scheme had the approval of the union (Annexures to the written statement of the Bombay Port Trust—Exs. K and L).

9. In September 1954, the Union served the Trustees with a list of demands coupled with a threat of strike in the event of default to comply with the demands. Two of the demands relate to the claim for overtime payment to the

workers under the Chief Engineer for "Pori" work and for the signalling work in excess of 8 hours on the pilot vessel 'Kennery'. Conciliation proceedings started immediately on the service of the strike notice on the Regional Labour Commissioner. In the course of the conciliation proceedings that started, the Union proposed, for a reference to a private arbitrator, some items of the dispute including the two which are being canvassed before me. The Bombay Port Trust after due consideration agreed to the proposal and on 22nd September, 1954, a settlement was arrived at between the parties in the presence of the Regional Labour Commissioner that the aforesaid items of dispute would be referred to arbitration. It was agreed that both the parties would abide by the award of the arbitrator in full and final settlement of the demands referred to him and that the award of the arbitrator would be binding on both the Bombay Port Trust and the Union for a period of one year from the date of the award. (Annexures to the written statement of the Bombay Port Trust—Exs. A, B and C). By a separate agreement Shri N. S. Lokur, Ex-Judge of the Bombay High Court, was appointed as Arbitrator to decide the items of dispute. Shri Lokur made and published his award on 29th December, 1954, rejecting as untenable the two demands which had been placed before this Tribunal.

10. It also appears that a number of Khalasis of the Bombay Port Trust workshops moved the authority under the Payment of Wages Act through their union, viz., B.P.T. Employees' Union for payment in respect of the hours of "Pori" work from 15th March, 1951 to 31st December, 1953. The applications were contested by the Bombay Port Trust but the applications were dismissed for default of appearance of the applicants (Exhibit E/2).

11. Shri Nariman, on behalf of the Trustees of the Bombay Port Trust, has raised some preliminary objections, most of which are directed against the demands of both the Union viz. Bombay Port Trust Employees' Union and Bombay Port Trust General Workers Union. Only two of the objections are against the demands of the Bombay Port Trust General Workers' Union. I shall first deal with the general objections which are directed against the demands of both the Unions.

12. The validity of the reference has been assailed on the grounds that the dispute relating, as it does, to a system already abolished is not an industrial dispute within the meaning of the Industrial Disputes Act, 1947 and cannot be the subject matter of reference under section 10 of the Act. This objection is based on misconception. The grievance of the workmen is directed not against the old system of "Pori" duty but against the non-payment of overtime wages for all the hours alleged to have been worked in excess of the limit fixed by the rules framed under the Minimum Wages Act. The contention of the workmen is that the Bombay Port Trust having extended, by resolution No. 569, dated 11th August, 1953, (Ex. W/13) the benefits of the Minimum Wages Act to all workmen of the Bombay Port Trust who are eligible for such benefits under the Act with retrospective effect from 15th March, 1951, all the workmen should have been paid at overtime rates for all the hours worked in excess of the statutory limit at double their ordinary rates of wages inclusive of all allowances as prescribed by Rule 25 of the Rules under the Minimum Wages Act. Prior to the promulgation of the Minimum Wages Act, there was neither any rigid restriction about the hours of employment or any provision for payment for overtime work to the industrial workers, except the Indian Factories Act and the Shops & Establishment Act. It is not disputed that the workmen involved in the present adjudication do not come within the purview of either of the two Acts. The Minimum Wages Act was made applicable to certain categories of workmen under the Bombay Port Trust for the first time on and from 15th March, 1951, and as I have already stated, the Trustees of the Bombay Port adopted a resolution at a meeting held on 11th August, 1953, (T.R. 569, of 11th August, 1953) extending the benefits under the Minimum Wages Act with effect from 15th March, 1951, to all employees eligible for such benefits under the Act irrespective of any question as to whether they had been notified under the Act or not, or in cases where the employees had been notified, when they had been so notified (Ex. W/13). Prior to this the Bombay Port Trust had their own rules for overtime payment and some overtime payments were made according to some scheme for overtime work to such workmen as were drafted by them for such overtime work, and even in such cases the payments were not commensurate with the period of attendance as in the case of the workshop Khalasis detailed for "Pori" duty outside their regular shift hours and such overtime payments where it was

made was only 1½ times the basic wages. The Resolution 569 of 11th August, 1953 created an indefeasible right in the workmen under the Bombay Port Trust to claim overtime payment according to Rule 25 of the Rules framed under the Minimum Wages Act. Rule 25 provides for overtime payment at double the ordinary rates of wages inclusive of allowances for work in excess of 9 hours in a day or 48 hours in a week. This is an indefeasible right and even the workmen themselves cannot contract themselves out of this right. (Minimum Wages Act Section 25).

13. The Unions started agitation on behalf of the workmen who were their members for payment for all hours of attendance in connection with the "Pori" duty and the signalling work beyond their normal shift hours after the Resolution No. 569 of 11th August, 1953, without undue delay when the old scheme of "Pori" work and signalling work were still in force, even if they had kept silent in the past and had not moved earlier. (Annexures A to E to the written statement of the Bombay Port Trust Employees Union and Annexures Exs. A to C to the Bombay Port Trust's written statement in reply to the Bombay Port Trust General Workers Union statement). No doubt, the grievance of the workmen before me arose out of the old scheme of "Pori" work in vessels under the Chief Engineer and signalling work in the Pilot Vessel, but the grievance was crystallised into a claim for payment for overtime wages immediately after the Trustees' Resolution 569 of 11th August, 1953, but before the old schemes were replaced by the new ones and the grievance was never directed against the schemes as such. I fail to understand why the outstanding claim for overtime wages arising out of old schemes since abolished should not be an industrial dispute within the meaning of the Industrial Disputes Act and hence a subject matter of a reference under section 10 of the Act. The only question for consideration is whether the claim was outstanding on the date of the reference and is otherwise tenable. This is a question touching on the merit and I shall discuss it when I deal with the merit of the demands.

14. The next objection is that the claim of the workmen is barred by estoppel and waiver. Reference has been made to the demands made by two unions in 1949 and the Trustees comments thereon as far back as in 1949 (Annexures A and B to the Bombay Port Trust's written statement in reply to the written statement of the Bombay Port Trust Employees' Union and Annexures Ext. A to the Bombay Port Trust's written statement in reply to the written statement of the Bombay Port Trust General Workers' Union). The demand for overtime wages was made in 1949. They were turned down by the Trustees on the ground that the little work they had to do was sufficiently compensated by the special facilities which were available to them and the little payments they had received. As I have already stated, the right to claim the statutory benefits under the Minimum Wages Act and the Rules framed thereunder after they had been extended by the Trustees to all their workmen eligible under the Act for such benefits with effect from 15th March, 1951 was an indefeasible right and even the workmen could not contract themselves out of this right. Hence mere inaction on the part of the workmen to take any effective steps to enforce their statutory right does not defeat or extinguish their right to claim such statutory benefits. It has been contended on behalf of the Trustees of the Bombay Port that large arrear payments for overtime work in conformity with the Minimum Wages Act and the Rules thereunder incited the workers to claim overtime payments by inflating their hours of work where the workers had done some overtime work or by falsely alleging that they had done overtime work where they had not done any. As already stated, the Resolution 569 created an indefeasible right in the workmen and so far as the workmen involved in the present adjudication are concerned, the factum of their employment is admitted, the only point where the parties have differed is about the computation of the period for payment of overtime wages. What Shri Nariman suggests is not true at least in respect of the workmen before us.

15. Shri Nariman pleads that section 24 clause (d) of the Minimum Wages Act is a bar to the claim of the workmen. He also pleads that there has been an inordinate delay on the part of the workmen to claim a reference and that the present reference should be rejected on this ground alone. The limitation prescribed by the Payment of Wages Act or the Minimum Wages Act apply to proceedings before the authorities under those Acts. A question appears to have been raised before the Hon'ble Federal Court in the case of Shammugger Jute Factory Co. Ltd. (North) as to whether section 22(d) of the Payment of Wages Act barred the jurisdiction of the industrial tribunal and their Lordships of the

Hon'ble Federal Court of India decided in the negative. Section 22(d) of the Payment of Wages Act reads as follows:

"No court shall entertain any suit for the recovery of wage or of any deduction from wages in so far as the same so claimed,

(a)

(b)

(c)

(d) could have been recovered by an application under section 15."

Their Lordships observed:

"The only additional argument urged before us was that the claim to such payment should be determined under the Payment of Wages Act, because section 15 of that Act creates the Tribunal and under section 22(d) of that Act the jurisdiction of civil courts to hear a suit for wages is barred. It does not exclude any other proceeding permitted by law to enforce payment. The Tribunal contemplated by section 15 of the Payment of Wages Act is not, in our opinion, one which could affect the jurisdiction of the Tribunal set up under section 7 of the Industrial Disputes Act and to which a reference could be made under section 10 of that Act. The Tribunal set up under the Industrial Disputes Act has a much wider jurisdiction. In our opinion the two Acts are not in *pari materia* and the contention that the jurisdiction of the Tribunal set up under the Industrial Disputes Act is excluded by the provisions of the Payment of Wages Act is unwarranted."

16. Section 24 of the Minimum Wages Act contains a similar provision. On identical principles I must hold that section 24(d) does not exclude the jurisdiction of this Tribunal. I fail to understand as to how this Tribunal is fettered by the limitations specially prescribed for the proceedings under those two Acts when those two Acts do not in any way bar the proceedings before this Tribunal. Shri Nariman contends that a court of equity should not ignore the limitations prescribed by statute for common law courts and thereby defeat the purpose and object of those statutes. This is a question for the legislature to consider. If it was the intention of the legislature to fetter the jurisdiction of the industrial tribunals in any way it could have done so in clear and unambiguous terms. In fact even the general law of limitation under the Indian Limitation Act does not apply to proceedings before Industrial Tribunals. I accordingly over-rule the preliminary objections. I may, in this connection, mention that, as already stated, the claim of the workmen before me is based on a resolution of the Trustees adopted in 1953 rather than on any notification under the Minimum Wages Act. The limitation prescribed under section 20(2) of the Minimum Wages Act clearly refers to an application under this Act to the authority under the Act, and not to a claim before Tribunal under the Industrial Disputes Act. The claim of the workmen is based on a resolution of the Board of Trustees who decided to extend the benefits under the Minimum Wages Act to all employees under them who are eligible under the Act irrespective of any notification. The applications of some of the workshop khalasis filed before the authority under the Payment of Wages Act which were dismissed for default of appearance of the applicants and not on the merit (Ext. E/2) do not bar the present adjudication. In this view of the case the contention of Shri Nariman has no force.

17. Having disposed of the general objections I proceed to discuss the special objections directed against the claim of the Bombay Port Trust General Workers Union for overtime payments in respect of "Pori" duties in dredgers, floating cranes, workshop barges and launches of the Chief Engineer's Department and for signalling work on the Pilot Vessel 'Kennery' in excess of 8 hours a day. As I have already mentioned, the identical demands were also the subject matter of a settlement in conciliation proceedings between the Unions and the Trustees on 22nd September, 1954 (Annexure Ext. C to the written statement of the Bombay Port Trust). Pursuant to the terms of the settlement the two items of dispute along with the several other items referred to Shri N. S. Lokur, Ex-judge of the Bombay High Court, for arbitration. It was specifically stipulated in the settlement that the parties could abide by the award of the arbitrator in full and final settlement of the demands and that the award of the arbitrator would be binding on both the parties for a period of one year from the date of the award. The award was given on the 29th December, 1954. The settlement was not complete without the award of Shri Lokur and I agree with Shri Nariman that this award forms part of the settlement arrived at between the parties in the

conciliation proceedings. The contention of Shri Nariman is that as the award of Shri Lokur or for matter of that the settlement arrived at in the conciliation proceedings of which the award forms a part has not been terminated as contemplated by section 19(2) of the Industrial Disputes Act, the award and the settlement must be deemed to have been still binding on the parties and that there could not be any dispute in respect of the subject matters of the award and the settlement subsisting in the eye of law to justify a reference under section 10 of the Act. In this view of the case Shri Nariman contends that the reference is in respect of a dead dispute so far as the claim of the Bombay Port Trust General Workers Union is concerned and is therefore illegal. I should in this connection refer to section 19(2) of the Industrial Disputes Act which is reproduced below:

*"19. Period of operation of settlements and awards.—(1) * * * * **

(2) Such settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months, and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement."

Where a settlement is explicit about the period for which it is to be binding it ceases to be binding on the parties immediately on expiry of the stipulated period. It is only in cases where no such period is mentioned the settlement is to be binding on the parties initially for a period of six months and only in such cases a notice in writing is required about the intention of a party to terminate the settlement to be served on the other party. In the instant case it was specifically stipulated in the settlement that the award was to be in force for one year. If the award of Shri Lokur is a part of the settlement (in my view it is so), it lost its binding force under section 19 of the Industrial Disputes Act on expiry of one year from the date when it was made. Or, in other words it ceased to have any binding effect under section 19 of the Industrial Disputes Act on and from 29th December, 1955 (1953 L.A.C. 563). Besides it appears from the proceedings of the meeting of the Trustees held on 29th December, 1955 that the Union had informed the Chairman that it wished to re-open certain questions settled by Shri Lokur. Shri Maitra contends that the Chairman was informed in writing. In my view the award of Shri Lokur does not invalidate the present order of reference which was made on 6th October, 1957. Shri Nariman's further contention is that Shri Lokur's award bars re-agitation before this tribunal in respect of the items of dispute which were the subject matter of the arbitration or principle analogous to *Res judicata*. That is a question which has got to be decided by the Tribunal and it does not concern the Government in its Administrative Act to make a reference to the tribunal. As held by the Hon'ble Supreme Court in the case of the state of Madras Vs. C.P. Sarathy, reported in 1953 I.L.J. 174, in making a reference under section 10(1) of the Industrial Disputes Act, the Government is doing an Administrative act and the fact that it is to form an opinion as to the actual existence of an industrial dispute as the preliminary step to the discharge of its function does not make it any the less administrative in character. The award of Shri Lokur as also the settlement so far as it relates to the items of dispute referred to Shri Lokur for arbitration ceased to have any binding effect on the expiry of one year from the date of the award i.e. with effect from 29th December, 1955 and the parties were actually at dispute in respect of these items. Therefore, about the factual existence of the dispute there could not be any doubt. In this view, the order of reference by the Government was perfectly justified and legal.

17-A. The second special objection of Shri Nariman directed against the demands placed by the Bombay Port Trust General Workers' Union is whether the item of dispute covered by the award of Shri Lokur can be revived and re-agitated before this Tribunal or whether the award bars the present adjudication on principles analogous to *Res judicata*. An arbitrator is appointed by agreement. His award should in all fairness have greater sanctity than any other decision on the ground that the forum is chosen by the parties themselves and in my opinion the statute also gives greater sanctity to an award of the arbitrator. The award of an arbitrator cannot be assailed except on the grounds specified in the statute—a privilege which no other decision enjoys. Shri Lokur's award was not filed and made the basis of any decree but the mere fact that the award was not filed and made the basis of a decree does not in any way depreciate its value. Their

Lordships of the Judicial Committee observed in the case of *Muhammed Vs. Alam Khan*, reported in I.L.R. 18 Calcutta p. 414, that the fact that no application was made to make the award a decree of court did not render the award any the less valid. Thus it cannot be disputed that Shri Lokur's award was valid and binding on the parties at least as any other decision. Shri Lokur's award must be deemed to have been terminated as contemplated by section 19(2) of the Industrial Disputes Act and such termination gave the Government the jurisdiction to make a reference in respect of the items of dispute covered by the award, but did not extinguish the rights and liabilities of the parties flowing from the award which must stand till such rights and liabilities are replaced by fresh ones created either by a settlement or by another award. Here again, a question arises whether the items of dispute covered by the previous award of Shri Lokur can be re-agitated before this Tribunal without any such restrictions as are prescribed for common law courts. One of such restriction is the principle of *Res judicata*.

18. The question whether the principles of *Res judicata* is applicable in the field of industrial dispute came up before their Lordships of the Hon'ble Supreme Court in the case of *Messrs. Burn & Co., Howrah* (1956 L.A.C. p. 799). Prior to the decision of the Supreme Court, all the benches of the Labour Appellate Tribunal were unanimous that notwithstanding inapplicability of the rule of *Res judicata* in terms to adjudications under the Industrial Disputes Act, 1947, an industrial dispute involving a long term scheme such as a wage structure settled by a previous award should not on principle be altered except on justifiable grounds, but were not in agreement as to the grounds justifying such alteration. The different Benches of the Labour Appellate Tribunal held different views and I do not propose to discuss these views to-day inasmuch as the question has been set at rest by the decision of the Hon'ble Supreme Court in the case of *Burn & Co. Ltd., Howrah*, according to which, alteration or modification of the previous award is permissible only on the proof of a change of basic circumstances. According to their Lordships of the Supreme Court, any other view would be contrary to the well recognised principle that a decision once rendered by a competent authority and the matter and the issue between the parties after a full enquiry should not be permitted to be re-agitated. Their Lordships further observed:

"It is on this principle that the rule of *res judicata* enacted in section 11 C.P.C. is based. That section is, no doubt, in terms inapplicable to the present matter, but the principle underlying it, expressed in the maxim "*interest roi publicae ut sit finis litium*", is founded on sound public policy and is of universal application. (Vide Broom's Legal Maxima, Tenth Edition, page 218). "The rule of *res judicata* is dictated" observed Sir Lawrence Jenkins C.J. in *Sheoparsen Singh V Rammadan Singh* (1915-16) 43 I.A. 91; I.L.R. 43, Cal. 694, "by a wisdom which is for all time". And there are good reasons why this principle should be applicable to decisions of Industrial Tribunals also. Legislation regulating the relation between Capital and Labour has two objects in view. It seeks to ensure to the workmen who have not the capacity to treat with capital on equal terms, fair returns for their labour. It also seeks to prevent disputes between employer and employees, so that production might not be adversely affected and the larger interests of the society might not suffer. Now, if we are to hold that an adjudication loses its force when it is repudiated under section 19(6) and that the whole controversy is at large, then the result would be that far from reconciling themselves to the award and settling down to work it, either party will treat it as a mere stage in the prosecution of a prolonged struggle, and far from bringing industrial peace, the awards would turn out to be but truces giving the parties breathing time before resuming hostile action with renewed vigour. On the other hand if we are to regard them as intended to have long term operation and at the same time hold that they are liable to be modified by change in the circumstances on which they were based, both the purposes of the legislature would be served. That is the view taken by the Tribunals themselves in the *Army & Navy Stores Ltd., Bombay V. Their workmen*, 1951(2) L.L.J. 31 and *Ford Motor Co. of India Ltd. V. Their workmen*, 1951(2) L.L.J. 231 and we are of opinion that they lay down the correct principle, and that there were no grounds for the Appellate Tribunal for not following them."

Both the issues which are the subject matter of the present adjudication were referred to Shri Lokur for arbitration. Annexure Ext. D. to the written statement of the Bombay Port Trust is a copy of the award. The decision on these

two issues has been recorded in the award under the head Demand No. 2. Although in the reference as also the decision about payment of arrears of overtime to staff who had performed "Pori" duty, the issue appears to have been in general terms but inasmuch as the Bombay Port Trust Employees' Union or for matter of that the workmen represented by the said union were not a party to the arbitration proceedings, the award did not apply to the workmen represented by the said union viz. workmen of the Bombay Port Trust Workshops and Salvage Section. The issue before the arbitrator about payment of arrears of overtime to staff who had performed "Pori" duty referred to dredgers, floating crane and workshop barges and launches of the Chief Engineer's Department represented by Bombay Port Trust General Workers' Union which was a party to the arbitration proceedings. As I have already indicated, of these dredgers and flotillas, the dredgers are under the Executive Engineer and the other flotillas viz., the launches, barges and floating cranes are under the Mechanical Superintendent and that the old practice of "Pori" duty out of which the dispute arose was replaced in December 1953 in the case of flotillas under the Mechanical Superintendent, and from 15-6-1956 in the case of the dredgers. The Pilot Vessel "Kennery" was out of commission after 31-3-1953 and no signalling was done till the vessel was again placed on commission on 15-6-1955 when the old scheme has been replaced by a new one in conformity with the provisions of the Minimum Wages Act and the Rules thereunder which had the approval of the Union. The agreement appointing Shri Lokur as an arbitrator appears to have been executed on 1-10-1954 and Shri Lokur published his award on 29-12-1954. Obviously, therefore, the demands for overtime payment in respect of workmen of the different sections before Shri Lokur were as follows:

- (a) In respect of the workmen in the flotillas under the Mechanical Superintendent upto December, 1953.
- (b) In respect of the workmen of the dredgers under the Executive Engineer upto 29-12-1954.
- (c) In respect of the signalmen upto 31-3-1953.

Thus the workmen of the flotillas under the Mechanical Superintendent and the Signalmen of the Pilot Vessel "Kennery" had no outstanding claim after the award of Shri Lokur which was pronounced on 29-12-1954. The parties having agreed to accept the award in full and final settlement of the demands, the award must be deemed to have finally settled the demand of the workmen for the entire period when the old scheme was in force. By no stretch of imagination can the demand be revived. That the award was binding for one year may refer to liabilities of the Bombay Port Trust which might accrue after expiry of one year from the date of the award and can have any significance with reference to the demands in respect of which the Bombay Port Trust had no obligation continuing after the expiry of the said period. In respect of the other portion of the demand canvassed by the Bombay Port Trust General Workers' Union viz. arrears of overtime payment to the dredgers for "Pori" duty, the award likewise concludes the claim at least till the date of the award viz. 29-12-1954. Shri Lokur after going through the materials placed before him held that the demand was not tenable. It may be mentioned in this connection that the Chairman of the Bombay Port Trust very fairly announced before him that he would not refuse payment on any technical ground if the claim was tenable. In spite of this favourable attitude of the Bombay Port Trust towards the workmen Shri Lokur decided that the claim was not tenable. Shri Nariman urges that as since the pronouncement of the award there had been no change in the circumstances, there is no reason why the same decision should not be made applicable to the claim of the workmen for the period from 30-12-1954 to 15-6-1956. In view of the decision of the Hon'ble Supreme Court, the contention of Shri Nariman cannot but be accepted. Shri Maitra could not make out sufficient grounds to justify alteration of the decision arrived at by Shri Lokur in his award. I must accordingly hold that the claims of the workmen represented by the Bombay Port Trust General Workers' Union is barred.

19. Shri Maitra on behalf of the Bombay Port Trust General Workers' Union by way of refuting the objection of Shri Nariman contends that the award of Shri Lokur had no legal value in as much as it was not filed either in any court or with the Conciliation Officer. He also assails the validity and binding character of the award on the ground that the arbitrator did not either advance any reason for his decision nor embody in the award the evidence recorded by him. In any case the award could not have any binding force after expiry of one year from the date of its publication as, Shri Maitra urges, the instrument appointing the arbitrator specifically mentioned that it would have force for only one year.

20. It has been authoritatively decided that an award which is not filed is not a nullity. Filing of an award is not imperative unless the arbitrator is so requested by the parties or any person claiming under this. In *Muhammed Vs Alam Khan* (ILR 18 Cal. page 414 P.C.), it was held by the Judicial Committee that the award which was not filed had its legal effect. It can be relied on as a defence to a suit relating to the subject matter dealt with by it or used as evidence of arrangement or compromise. The award of an arbitrator is not vitiated on the ground of insufficiency of evidence or failure to give reasons for the decision. Shri Lokur was an ex-Judge of the Bombay High Court. Considering his wide experience as a judge, I am not inclined to think that he did not consider all the materials placed before him, simply because he did not discuss them. Unless otherwise restricted by the order of reference, arbitrators are the final judges of matters of facts and so long as they act within the authority conferred on them, with fairness, the parties are bound by the decision and it is not for a court to say that in its opinion the evidence was not sufficient to establish the conclusion at which the arbitrator arrived at. So long as the arbitrators act within their authority conferred on them with fairness, the parties are bound by their decision and when the award is in settlement of a doubtful claim based on legal and moral grounds, it should not be interfered with. All that is required that the arbitrator should act with fairness and the award must be certain, consistent and must decide all matters referred to him. If these conditions are fulfilled the award is final. An award can be set aside only on grounds specified in the Indian Arbitration Act. The award once given is final and binding on the parties and persons claiming under them. The term in the settlement (Annexure to Bombay Port Trust's written statement Ext. C) that the arbitrator's award would be binding on the parties for one year is not generally found in agreements referring matters in dispute to arbitration. The term appears to have been introduced as T.R. 779 of 21-9-54 (Annexure to Bombay Port Trust's written statement Ext. B) indicates, on the suggestion of the Chairman of the Port Trust. The intention was to place the arbitration award at par with an award under the Industrial Disputes Act which is binding on the parties initially for one year. It, therefore, stands to reason that the award of Shri Lokur will have the same force as an award under the Industrial Disputes Act, 1947 and it has been authoritatively decided by the Hon'ble Supreme Court that re-agitation of demands already decided by a competent Tribunal is not permissible in subsequent adjudication proceedings unless there has been a substantial change in the basic circumstances. In this view of the case Shri Maitra's contention can have no force.

21. As I have already indicated the preliminary objections of the Bombay Port Trust directed against the demands of the Bombay Port Trust Employees Union cannot stand, I take up the demands of the Khalasis of the Bombay Port Trust Workshops and Salvage Section. Admittedly Khalasis were detailed from the Bombay Port Trust Workshops in batches two per day for a week for "Pori" duty on board the vessels. It is not disputed that they had to keep watch and to adjust the mooring ropes with the rise and fall of the tide and stay on board the vessels from 5-30 p.m. to 8 a.m. on the next morning from Monday to Friday, from 1 p.m. to 8 a.m. next day on Saturday and for 24 hours on Sundays and holidays and were paid for 22 hours in a week as overtime rates. They were originally paid at $1\frac{1}{2}$ times their basic wages. Admittedly, they have since been paid, for these 22 hours, the difference between double the normal rates of wages inclusive of all allowances under the provisions of the Minimum Wages Act and the amount actually paid. The only question before us is whether they are entitled to overtime for all the hours of attendance and should be paid overtime at double their ordinary rates for all these hours less what they have been paid for. According to the Union the total attendance of these workmen on "Pori" duty was as follows:

Monday to Friday	... 14 $\frac{1}{2}$ hours a day.
Saturday	... 19 hours a day.
Sundays and holidays	... 24 hours per day.

The Khalasis had to adjust the mooring ropes with the rise and fall in the tides and had to keep a general watch on the properties of the vessel. In 1949 when the Union demanded overtime for the Khalasis for all the hours of their attendance, the Bombay Port Trust specifically pointed out that arrangements had been made to relieve them twice during the day for two hours each time to enable them to take their meals. This was not refuted by the Union. A Khalasi was examined by the Union before me. He appears to have made a futile attempt to refute this at the eleventh hour. Keshab Basudeo is the witness

and Exhibit W/17 is the affidavit sworn by him. It is clear from his evidence that his house is about 2½ miles from the Princess Dock. By mutual arrangement between the two Khalasis on 'Pori' duty one goes to bring the meals for the two once in the morning and again in the afternoon. This fact supports the Port Trust's case that the Khalasis were relieved twice a day for two hours each time. A good portion of the 'Pori' duty hours might have been without work and the duty of the Khalasis might have been of a stand-by nature but they had to remain at the work spot and could not move about at will except during the 4 hours' recess in two spells. In reply to a query from this Tribunal Shri Nariman informed the Tribunal that the Bombay Port Trust does not plead financial incapacity and would pay up whatever is found due to the workmen. The Bombay Port Trust drafted the Khalasis for "Pori" duty and must have had an account therefor. Out of the total daily hours of "Pori" duty four hours must be deducted on account of recess enjoyed by each worker per day. Overtime had been paid already for two hours for each of the week days Monday to Saturday and for 10 hours for Sundays and holidays. The workers shall get overtime payment for the period of "Pori" duty performed by them after deducting four hours for each day on account of the recess and the hours for which they had already been paid. This is for the Khalasis of the Bombay Port Trust Workshops.

22. I shall now take up the demand of the Khalasis of the Salvage Section. As I have already mentioned that the pleadings of the Bombay Port Trust Employees Union are silent about the details, the only evidence available on this point are the two documents Ext. W/9 and W/21 to which I have already referred (Annexures A and B). Exhibit W/9 is a copy of the letter addressed by the General Secretary of the Union to the Chief Labour Commissioner and Exhibit W/21 purports to be the comments of the Chief Engineer on the letter of the Union Exhibit W/9. In Exhibit W/21 the Chief Engineer refuted the allegations made in Exhibit W/9, but the facts stated in Exhibit W/21 do not appear to have been refuted by the Union. Shri Nariman's contention is that the demand of the Union for the Khalasis of the Salvage Section should not be entertained inasmuch as the pleadings of the Union are silent about the details. At the hearing the Union called a Khalasi of the Salvage Section Mohammad Ahmed Surundurkar was a witness. Exhibit W/17(a) is the affidavit sworn by him. This affidavit appears to have been an improvement on the letter written by the General Secretary of the Union to the Chief Labour Commissioner (Annexure A). The established rule of procedure which pins down a party to the pleadings proceeds from the equitable considerations based on justice and good conscience. This rule although adopted in different statutes is not the creation of any statute but follows as a necessary corollary from the principles of natural justice. It condemns any decision against any party without sufficient opportunities being given to the party to place his case. The principles of natural justice is intelligible even to a child and requires no further elucidation. Equity, justice and good conscience will not permit a decision against a person without giving him sufficient opportunities not only to meet his adversary's case but also to establish his own case. In this view of the matter I cannot entertain the demands of the Union for the Khalasis of the Salvage Section. The workmen's right to represent their own case cannot be disputed. But if a workman keeps silent when parties were called upon to state their case in writing, he cannot be permitted to take his adversary by surprise at the hearing. In such cases, the workers claim must go by default on account of his gross negligence and dilatoriness. Negligence and dilatoriness can by no means be encouraged. The view I have taken is supported by the decision of the Hon'ble Supreme Court in the case of J.K. Iron & Steel Co Limited (1956 I LLJ p. 227). Their Lordships observed:

"Now the only point of requiring pleadings and issues is to ascertain the real dispute between the parties, to narrow the area of conflict and to see just where the two sides differ. It is not open to the Tribunals to fly off at a tangent and disregarding the pleadings to reach any conclusion that they think are just and proper"

23. Even on the merit the Union has no case. The facts stated in the Union's complaint to the Chief Labour Commissioner (Annexure A) have been refuted by the Chief Engineer in his comments (Annexure B). According to the Chief Engineer whatever work was done by the Khalasis of the Salvage Section beyond their normal shift hours has been paid for at overtime rates. The workmen of D. D. Walrus resided on board the vessel of their own free will without being called upon to do so. They were normally detained for duty during their prescribed duty hours viz. 8 a.m. to 5-30 p.m. on week days and 8 a.m. to 1 p.m. on Saturday with Sundays and holidays as closed days according to the shift's

timings prescribed in turn. It was only in case of emergency that particular employees were directed to be on duty and in such cases they were paid overtime. I accordingly reject the Union's demand for the Khalasis of Salvage Section.

24. I have already held that the demands of the Bombay Port Trust General Workers Union for the crews of the dredgers and other flotillas under the Chief Engineer and the Signallers of the Pilot Vessel 'Kennery' are barred by the award of Shri Lokur on principles analogous to *Res judicata*. Even assuming that the demand of the Union in respect of the dredgers arising out of "Pori" duty subsequent to the date of the award is not barred, I must say that some practical difficulty stand in the way of giving a workable award in this respect on this portion of the demand. It has not been refuted that half the crew remained on board the vessels on their own free will for their convenience on account of difficulties of residential accommodation in the city. The Bombay Port Trust in consideration of these workmen being available for duty on call in time provided them with some facilities. The system grew up when there was no rigid restriction about hours of employment and when there was hardly any rigid provision for overtime payment. As I have already mentioned that Bombay Port Trust had their own rules for overtime payments and that as the overtime payments were made to those who were required by them to work beyond normal duty hours. The Bombay Port Trust did not draft any particular crew to remain on board the vessels. They remained on board the vessels by mutual arrangement among themselves and sometimes more men than what were required remained on board the vessels. The Port Trust did not resent their residence in the vessels simply in consideration that these workmen would be available on call in times of emergencies. When they were actually employed for emergency work they were paid for at overtime rates. Under the scheme the workmen resided on board the vessels for their own interest partly on account of difficulties in housing accommodation and partly in expectation of occasional overtime earnings. Under the then existing scheme the Bombay Port Trust felt no obligation to pay these workmen except when they were employed in connection with the regular works of the vessel beyond the normal shift hours. When they were so employed they were paid for at overtime rates. But, for the "Pori" work which according to the Bombay Port Trust was mostly of a stand-by nature, the Bombay Port Trust felt no obligation to pay the workmen and did not care to keep any record as to who were employed on a particular day. This was not inconsistent with the scheme of "Pori" work prevalent at the time and the Trustees cannot be blamed for not maintaining proper records of "Pori" work. There is no evidence that the crew of the vessels resided on board by rotation in batches. In fact there is no material on the record either in the side of the Bombay Port Trust or in the side of the Union for a definite decision as to who were on "Pori" duty on a particular day. The same difficulty appears to have been pleaded before Shri Kokur. Unless and until there is positive and definite evidence as to who among the crews remained on board the vessels for a particular day or for a particular week, no calculation is possible about the overtime due to a particular workman. A particular man might have placed himself by mutual arrangement on 'Pori' duty for more than a week while another man might not have been on "Pori" duty at all. Apart from the question of *Res judicata* there are practical difficulties in calculating the actual period of 'Pori' work put in by a particular workman without which the amount due to him cannot be calculated with any amount of accuracy. While I feel that a workman should not be deprived of his legitimate overtime dues, if he has done any overtime work, I cannot but feel also that the Bombay Port Trust is not a charitable institution and cannot be compelled to pay a workman more than his legitimate dues. We could have calculated the entire period of "Pori" duty in terms of man-hours and divide the total man-hours among the entire crew of a vessel if the workmen had employed themselves on "Pori" duty in batches by rotation with a view to ensure even distribution of "Pori" work. But there is no positive evidence on this point. In any view of the case, the claim of Bombay Port Trust General Workers' Union in respect of "Pori" duty on the dredgers for the period posterior to the date of Shri Lokur's award till the abolition of the scheme shall also fail. This is my award.

25. To sum up, my award is that the Khalasis of the Bombay Port Trust Workshop shall get overtime payment according to the provisions of the Minimum Wages Act in respect of the "Pori" duty performed by them from 15-3-1951 to the date of the abolition of the scheme on the following basis:

For week days, Monday to Friday

14½ hours less 2 hours already paid for and 4 hours recess i.e. for 8½ hours per day.

For Saturday	19 hours less 2 hours already paid for and 4½ hours recess i.e. for 13 hours per day.
For Sundays and holidays	24 hours less 10 hours already paid for and 4 hours' recess i.e. for 10 hours per day.

The demands of the crews for "Pori" duty in dredgers and other flotillas under the Chief Engineer and the demand of the Signallers for works beyond 8 hours a day under the old signalling scheme are rejected on the grounds already discussed in the body of the award.

ENCL: Annexures

A, B and C.

Calcutta;

The 22nd April, 1958.

(A. Das Gupta),
Presiding Officer,
Central Government Industrial Tribunal,
Calcutta.

ANNEXURE A

Extract from Annexure to letter No. CLC/CA/40, dated 25-7-1957 from General Secretary, B.P.T. Employees Union to the Chief Labour Commissioner, Government of India, New Delhi.

1. *Salvage Department.* Prior to December 1953, the workmen were required to work normally from 8-0 a.m. to 5-30 p.m. on week days other than Saturdays and 8-0 a.m. to 1-0 p.m. on Saturdays.

Two workmen in Alexandra Dock and one in Princess and Victoria Docks were posted on regular duty to keep watch and to do other work from 5-30 p.m. to 8-0 a.m. on the next day on week days, from 1-0 p.m. to 8-0 a.m. on the next day on Saturdays and from 8-0 a.m. to 8-0 p.m. on the next day on Sundays. This overtime work, records about which are available is not paid at double the ordinary rate of wages as required under the Minimum Wages Act. The above timings of duty were changed to those shift system from December 1953.

All workmen are kept on standby duty on the vessel so as to attend to emergencies in the docks or in sea. Such work arises suddenly at any hour of a day and has got to be completed as early as possible so as to avoid further hardships. On an average there are such 10 occasions during a month. The outstanding example is that of work on barges where the workmen worked for 24 hours in a day for a period of one month, about October 1956. It may be noted that emergency may arise anywhere in the harbour docks, Pir Pau, Butcher Island, etc.

It is therefore the Union's contention that all workmen about 32 in number (22 prior to 53) should be paid overtime on the basis of 24 hours' work during a day from 15th March '51 to up-to-date.

ANNEXURE B

Extract from letter No. E/1/6A/25008, dated the 31st August, 1957 from the Chief Engineer, Ballard Road, Fort, Bombay No. 1 to the Secretary, Bombay Port Trust.

1. *Salvage Department.*

Para 1—The Union's statement is correct

Para 2—Prior to December 1953, one Deckhand was paid from 7.00 to 17.30 hours, and two Deckhands from 17.30 hrs. to 8.00 hrs. the next day on week days including Saturday and also on Sundays and Holidays at Alexandra Dock to keep watch on a diving boat if lying unutilised. As regards Prince's Victoria Docks, no man were posted for watch duty on the diving boats on week days including Saturdays, Sundays and Holidays as these boats were made fast alongside D.D. 'Walrus' in a safe place. In case a particular work was not completed before the closing of the gate and in case there was any work for the diving boats outside Prince's Victoria Docks on week days, two Deckhands were

deputed on each boat from 17-30 hrs. to 8.00 hrs. the next day. Whatever overtime the crew had put in, in this respect in Alexandra Dock and Prince's & Victoria Docks has been paid for at double the ordinary rate of wages as required under the Minimum Wages Act with retrospective effect from 15.3.1951. The Union's statements as contained in this para are not totally correct. The Union's statement that the above timings of duty were changed to three shifts from December 1953 is correct.

Para 3—The Union's statement that all workmen are kept on standby duty on the vessel, i.e. D.D. 'Walrus' so as to attend to emergencies in the Docks or sea is incorrect. The employees used to reside and even now reside on D.D. 'Walrus' of their own free will and this Administration has not called upon them to do so. Besides, they enjoy the facilities such as free services of a Bhandary and free supply of water, coal, utensils, etc. They also draw the House Rent Allowance admissible at par with those not housed in Port Trust Quarters. They were normally detailed for duty during their prescribed duty hours. viz. 8.00 hrs. to 17-30 hrs. on week days, 8.00 hrs. to 13.00 hrs. on Saturdays with Sundays and Holidays as closed days as according to the shift's timings prescribed in turn. In case of emergencies, the Senior Foreman Divers or the Junior Foreman Diver directs the particular number of employees to be on duty and they are paid overtime as admissible. It will be an exaggeration to say that there are such ten occasions a month. All the employees of the Salvage Section who worked on the salvage of the barge on October-November 1956 have been paid overtime wages due. In view of the above, the Union's claim that all workmen about 32 in number, should be paid overtime on the basis of 24 hrs. work during a day from 15th March 1951 to up-to-date cannot be accepted.

ANNEXURE C

Letter No. P/GA-OA/3094, dated the 24th July, 1954 by Deputy Secretary, *Bombay Port Trust* to President, *Bombay Port Trust General Workers Union*. (Exhibit W-14, pages 4 to 7).

V	Vessels	Watch keeping duty— strength and hours	Remarks
Suction Dredgers			
'Wedgeon' & 'Spotbill'	Half the crew remain on board from 19.00 hrs to 7.00 hrs (next day) on week days and 24 hours on Sundays and holidays without remuneration.	The watch keeping staff are paid overtime wages for 50 p.c. of the actual working hours in case they have to attend to the vessels on account of storm, cyclone, storm signal, etc.	
H. G. D. Chelura, G. D. Flamingo, H. B. Moorhen, Dabchick, H. B's 138, 139, 140.	Half the crew remain on board from 24 hrs. on Sundays and holidays without remuneration.		
G. D. Priestman, H. B's 127, 128 M. T. 'Karanja'	Half the crew remain on board 17.30 to 8.00 (next day) on week days and for 24 hrs. on Sundays and holidays without remuneration.	(1) These vessels work from 8.00 hrs. to 17.30 hrs. whenever they are required to work before or after these hours, on account of tides, the workers are paid overtime for the actual hours worked. (2) If the vessels work during the recess period, they are paid overtime.	

Vessels	Watch keeping duty— strength and hours	Remarks
		(3) If G. D. 'Priestman' is required to be stood out of working hours, for the convenience of shipping while working in the Dock basins, the watch keeping staff on the vessels are paid overtime for the actual period worked.
		(4) Some men who are required to put in extra hours of duty for raising steam, banking fire, bunkering, cleaning of smoke boxes and tubes etc. for which they are paid full overtime for the period worked.

[No. LR-II-3(28)/57.]

New Delhi, the 12th May 1958

S.O. 921.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal at Calcutta, in the industrial dispute between the employers in relation to the Bombay Dock Labour Board, Bombay and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA,
20/1, Gurusaday Road, Ballygunge, Calcutta-19.

REFERENCE NO. 8 OF 1957.

PARTIES:

The Employers in relation to the Bombay Dock Labour Board, Bombay

AND

Their workmen.

PRESENT:

Shri A. Das Gupta, Presiding Officer.

APPEARANCES:

For the Employers:

- (1) Shri K. K. Mehta, Secretary, Bombay Dock Labour Board.
- (2) Shri S. C. Sheth for Bombay Stevedores Association Ltd.

For the workmen:

- (1) Shri P. D'Mello, General Secretary, Transport & Dock Workers Union, and
Shri S. R. Kulkarni, Secretary, Transport & Dock Workers Union.
- (2) Shri H. N. Trivedi, President, Bombay Stevedores and Dock Labourers' Union (INTUC).

AWARD

By Notification No. LR-II-3(6)/57, dated 18th November, 1957, Government of India Ministry of Labour and Employment, in exercise of the power conferred by section 7A, and section 10(1), clause (d) of the Industrial Disputes

Act, 1947 has constituted an industrial tribunal with myself as the Presiding Officer with headquarters at Calcutta and has referred an industrial dispute between the Bombay Dock Labour Board and their workmen. The industrial dispute as specified in the schedule to the Order of Reference is as under:—

- (1) Whether the rates of dearness allowance for the categories of workers in question, i.e., peons, daily rated and monthly-rated khalasis, clerks, typists, stenographers, cashiers and other workmen of the Dock Labour Board whose wages have not been fixed by the Decision of the Labour Appellate Tribunal, dated the 1st February, 1956, should be increased to the rates applicable to similar categories of Port Trust employees
- (2) Whether the categories of workers in question should be paid house rent allowance and compensatory allowance at the rates at which these are payable to the Port Trust employees.

2. Copies of the Order of Reference appear to have been forwarded to, among others, the Dock Labour Board, Bombay, and Transport & Dock Workers' Union, Bombay, as indicated in the endorsement appearing after the main text of the Order of Reference. The Bombay Dock Labour Board and the Transport and Dock Workers' Union, Bombay, were accordingly called upon to file their respective statements in writing. Before the written statements were received from them, Bombay Stevedores & Dock Labourers' Union submitted an application praying that it might be impleaded as a party to the present adjudication proceedings. The application was received on 12th December, 1957. The dispute under reference was between the Dock Labour Board, Bombay and their workmen. The mere fact that a copy of the Order of Reference was sent to the Transport & Dock Workers' Union does not indicate that the said Union is the only party to the adjudication proceedings. The parties to the adjudication proceedings were the Bombay Dock Labour Board and their workmen who have an inherent right, both under the Act and the Rules framed thereunder, to be represented by any registered trade union of whom they are members. The Bombay Stevedores and Dock Labourers' Union is a trade union registered under the Trade Unions Act and it claims to represent a substantial section of the workers concerned in the dispute under reference. This was not assailed by the other parties. I accordingly impleaded the Bombay Stevedores and Dock Labourers' Union as a representative of the workers concerned in this dispute under reference.

3. On 4th February, 1958 an application was received from the Bombay Stevedores' Association claiming to be the representative of the stevedores registered under the Bombay Dock Workers (Regulation of Employment) Scheme and to be the paymaster of khalasis involved in the dispute under adjudication. To avoid unnecessary delay I impleaded the Association as a party to the present proceedings on its application, subject to any objection that might be raised by any of the other parties at the hearing. But no such objection was raised.

4. A preliminary objection has been raised on behalf of both the Bombay Dock Labour Board and the Bombay Stevedores Association that the present adjudication proceedings so far as they relate to khalasis, both monthly rated and daily rated, are barred inasmuch as they are covered by an award of Shri M. R. Meher which is still in force and binding on the parties. Shri P. D'Mello on behalf of the Transport & Dock Workers Union as also Shri H. N. Trivedi on behalf of the Bombay Stevedores and Dock Labourers Union frankly admitted in their respective written statements that the daily rated khalasis whose wages have recently been fixed by an award of Shri Meher are not covered by the present reference. They did not however concede to what Shri K. K. Mehta and Shri S. C. Sheth submitted on behalf of the Bombay Dock Labour Board and the Bombay Stevedores Association, about the monthly rated khalasis.

5. For a clear understanding of the preliminary objection a short history of the dispute so far as khalasis are concerned is of some importance. The different categories of stevedore workers employed in the loading and unloading of cargo or in connected jobs were both daily rated and monthly rated. Prior to July 1953 the wages of the monthly rated workers were fixed at approximately 26 times the daily wages of the daily rated workers of the corresponding categories. With a view to regulate the employment of the stevedore labour, Dock Workers (Regulation of Employment) Act, 1948 was enacted and in exercise of the power conferred by section 4 of the Act, the Government of India made schemes for the different major ports in India. The first scheme for Bombay called the Bombay Dock Workers (Regulation of Employment) Scheme, came

into force in 1951. This scheme has since been modified by another scheme, substantially on the same line in 1956. Under both the schemes, although the day to day control of the stevedore workers was either with the stevedore companies or with the administrative body the supreme control was with a Board called the Bombay Dock Labour Board. The Dock Labour Board was responsible for administration of the scheme and due discharge of the manifold responsibilities under the scheme. Under clause 33 of the scheme of 1951, the Bombay Dock Labour Board was the sole authority to fix the wages of these workmen. Clause 33 of the Scheme of 1951 correspond to clause 41 of the Scheme of 1956. The service conditions as prescribed by the Bombay Dock Labour Board, do not permit the monthly rated workers being employed for the second shift so long as the daily pool workers were available. They cannot also be employed on Sundays and holidays except under special circumstances. As a consequence, the daily pool workers earned more than the monthly rated workers of the corresponding categories. The monthly rated workers started agitations and with a view to compensate them for the lower earnings, the stevedoring companies allowed the monthly rated workers liberal increases in July 1953. The following tabular statement will indicate the wage structure of the daily and monthly rated workers under the stevedores:

Workers	Wages prior to July, 1953		Increase in July 1953] Total wages of the (granted to monthly rated workers from July by the stevedoring companies.	
	Daily	Monthly	Rs.	Rs.
Tindel	5 4 0	138	55	193
Winchmen	4 4 0	113	35	148
Hatch-foremen	4 4 0	113	35	148
Khalasi	4 4 0	113	35	148
Sr. Gang Worker	4 4 0	113	35	148
Jr. Gang Worker	3 14 0	103	30	133

6. One of the main activities of the Port is directed towards quick turn round of ships. Ships are carriers and the owners suffer huge losses when the ships are not moving across the sea with freight. Detention of ships which was mostly due to delay in loading and unloading had been in the past a headache of all concerned, and the authorities set themselves to devise ways and means for regulating employment of dock labour with a view to facilitate quick turn round of ships. Satisfactory results may be possible only by co-ordinated efforts of three parties which are as it were three limbs employed for the work. They are the shore workers, crane drivers of the Bombay Port Trust and the stevedore labour. Shore workers handle cargo on the wharfs, in transit sheds while it is in the operation of being loaded or unloaded, and stevedore labourers work on board the ships and load cargo on vessels or unload it therefrom. The crane-men were as it were the 'linchpin' in the loading and unloading operation. The decasualisation scheme in reduced in April 1948 for regulating employment of shore workers and the scheme under the Dock Workers (Regulation of Employment) Act, for regulating employment of stevedore labour had not the desired effect. Delay in discharge of vessels continued and there were complaints from the shipping companies. There were conferences and negotiations without any positive result. The workers and the employers could not come to any agreement. Government of India, Ministry of Labour, in their anxiety to have a definite solution referred the matter to Shri M. R. Meher, Chairman of the Industrial Court, Bombay, for adjudication. The workers were generally on time rate and Shri Meher was called upon to adjudicate, among other things, as to whether the time rate system should be replaced by a piece rate system. The main item for adjudication was as indicated below:

"1. Shore workers, stevedore workers, crancmen and tally clerks:

1. Is the present wage system satisfactory from the point of view of
 - ensuring a fair outturn of work, and
 - a fair wage to the workers?

If not, what changes are necessary? In particular, should the present system be replaced by a piece-rate system?

What safeguards should there be to ensure:—

- (a) a minimum wage to workers, and
- (b) a minimum outturn?

What provisions should there be for offering an incentive for increased production?"

7. Shri Meher gave an award which was published in the extraordinary issue of the Gazette of India, dated 13th June, 1955. A controversy appears to have been raised before Shri Meher as to who among the workmen under the Bombay Port Trust (shore workers) and the stevedoring companies (stevedore workers) would come within the purview of the Order of Reference. Shri Meher entered into an elaborate enquiry into the matter and came to the decision:

"The categories of workers embraced in the above description are those on whose co-ordinated efforts depends the efficient loading and unloading of cargo into and from vessels."

About the stevedore workers Shri Meher observed in paragraph 10 of the Award:

"The terms of reference should be given a reasonable interpretation based upon the context of the dispute and should not be extended to cover activities of individual employees which do not fall within the meaning of the word "stevedoring."

In the present adjudication we are not concerned with the categories of shore workers involved in the reference before Shri Meher. So far as stevedore workers are concerned the Transport and Dock Workers Union appear to have submitted before Shri Meher a charter of demands for several categories of workers under two sub-heads:

- (i) Daily and monthly paid stevedore workers, and
- (ii) Other stevedore workers.

Under the first sub-head were mentioned, monthly or daily paid Tindals, senior and junior workers, khalasis, winchmen and Hatch-foremen. Under the second sub-head were mentioned Foremen, Chargemen, special gang workers, carpenters, godown khalasis, godown workers, Tally Clerks and several others. Of the workers mentioned under the second sub-head, Tally clerks were specified in Issue 4 under the Order of Reference. Shri Meher entered into an elaborate enquiry about the nature of the duties of the different categories of workers mentioned under the second sub-head (with the exception of Tally clerks) and excluded them from the adjudication. He gave an award for the daily and monthly paid senior and junior workers khalasis, winchmen and Hatch-foremen. Obviously, therefore, Shri Meher decided that the Tindals, winchmen, senior gang workers, Hatch-foremen, junior gang workers, reserve pool workers and khalasis were covered by the Order of Reference. Khalasis both daily rated and monthly rated were at par with the Hatch-foremen, winchmen and senior gang workers. These workers with the exception of khalasis were put on a piece rate scheme and for the purpose of processing piece rate Shri Meher gave the following allowances to the daily rated workers:

Tindel	Annas -/12/-
Winchmen	Annas -/11/-
Senior Gang Workers and Hatch-foremen	Annas -/9/-
Junior Gang Workers and reserve pool worker	Annas -/8/-

Although the winchmen were getting the same scale of pay as the Hatch-foremen, khalasis and senior gang workers, Shri Meher held that the winchmen required greater skill than the other workers with whom he was bracketed and accordingly gave them higher increases. Although Shri Meher proceeded to give his award on the assumption that the Tindals, winchmen, Hatch-foremen, senior gang workers, khalasis, junior gang workers, Reserve Pool Workers (both monthly and daily rated) were covered by the Order of Reference, he felt difficulties to put the khalasis, both daily and monthly rated, on the piece rate scheme. As khalasis had hitherto been at par with Hatch-foremen and Senior Gang Workers, Shri Meher directed that the khalasis should continue to get the same time rate wages

as had been awarded for the Hatch-foremen and the Senior Gang Worker. He accordingly gave the daily rated khalasis an increment of Annas -/9/- per day. About the monthly rated workmen whose wages were increased in July 1953 by the stevedore companies, Shri Meher did not grant any further increase in their wages. It is interesting to note the following observation of Shri Meher:

"They were also not to be employed on Sundays and holidays except under special circumstances. The monthly pool workers represented that the daily pool workers earned two to three times the wages of monthly workers on account of the number of shifts worked and they wanted to be put into the daily pool or given higher wages. The former course could not be adopted. So the wages of monthly workers were increased in July 1953 by Rs. 30 per month in the case of junior gang workers, Rs. 35 in the case of senior gang workers, winchmen, hatchforemen and khalasis, and Rs. 55 in the case of tindals. In view of these recent liberal increases there is no case for any further increase in their wages. I direct that they be paid piece rates according to the same scale and subject to the same conditions as those laid down by me for the daily stevedore workers at Appendix D, but they will be also entitled to be credited with the differential between the wage which has entered into the calculations of piece rate (Rs. 4-6-0 per day) and their present wage calculated by dividing their monthly wages by 30. They will also get the time rate pay for weekly offs and holidays. These rates shall come into force from the date on which this Award becomes enforceable. As regards khalasis their duties comprise keeping ready of derricks and it is evident that their work cannot be measured in terms of any standard of production. They should be on the time rate applicable to the hatchforemen by this Award."

8. Although the increases granted by the stevedoring companies to the monthly rated workers were unauthorised and hence invalid, Shri Meher did not interfere but allowed the then existing wages of the monthly workers to stand. For the purpose of daily rates their monthly wages were to be divided by 30 and they were to get pay for weekly offs and holidays at the daily rates thus arrived at. Obviously Shri Meher's award did not alter the position of the monthly rated workers except in respect of those who were placed on piece rates for the piece rate works actually performed. Thus according to Shri Meher's Award the khalasis both daily rated and monthly rated were still at par with the Hatch-foremen when they were on time rates.

9. There was an appeal to the Labour Appellate Tribunal against Shri Meher's award and the appeal was heard by a Special Bench of the Labour Appellate Tribunal. The Special Bench of the Labour Appellate Tribunal took a very restricted view about the scope of the Order of Reference and held that the order of Reference was limited in its scope and referred only shore workers and stevedore workers physically handling cargo in the process of loading and unloading, crane drivers and Tally clerks. The Labour Appellate accordingly excluded khalasis from the scope of the reference observing:

"About the duties of the khalasis under the stevedores, there is no dispute. In the context of the interpretation which we have put on the order of reference, we are of the opinion that the khalasis are not included in the present adjudication. We accordingly set aside the award about khalasis. They are not covered by the order of reference."

So far as the monthly rated khalasis are concerned, they were not materially affected either by Shri Meher's award or by the decision of the Labour Appellate Tribunal, except that the unauthorised increase which was in a way regularised by the award of Shri Meher lost its sanctity after the decision of the Labour Appellate Tribunal. It may be noted in this connection, that the Labour Appellate Tribunal reduced the processing allowance for the Hatch-foremen and Senior gang workers from Annas -/9/- to Annas -/6/-. It may be mentioned here that

the Labour Appellate Tribunal refused to recognise the unauthorised increments in the wages of the monthly rated workers mainly on two grounds:

- (1) The increases were without any legal sanction;
- (2) The circumstances justifying the increases were no longer existing.

10. The question as to whether the khalasis were covered by the Order of Reference was taken to the High Court at Bombay under Articles 226 and 227 of the Constitution and their Lordships by their judgment dated 14th January, 1957, reminded the case to the Industrial Tribunal with directions to record evidence about the duties of khalasis and to ascertain whether, on the application of the true test, the khalasis were covered by the Reference.

11. Shri Meher took up the matter as directed by the Hon'ble High Court at Bombay. Evidence was adduced before him about the duties of khalasis and his finding was that the khalasis were covered by the reference but in the supplementary award he discussed about the rates only of the daily rated khalasis in respect of whom he reduced the allowance of Annas -/9/- as originally awarded to Annas -/6/- granted by the Labour Appellate Tribunal for the senior gang workers and the Hatch-foremen with whom the khalasis were at par. He does not appear to have specifically discussed about the monthly rated khalasis. In the concluding paragraphs he directs that khalasis should be paid at the time rate and their wages should be increased by annas -/6/- with effect from the date on which the decision of the Labour Appellate Tribunal dated 1st February, 1958 became operative. A question has been raised as to whether this direction applies to the monthly rated khalasis as well. Shri P. D'Mello submits that the supplementary award was only for the daily rated khalasis and that Shri Meher omitted to give any direction for the monthly rated khalasis. In the original award, Shri Meher placed the khalasis both daily rated and monthly rated at par with the corresponding categories of Hatch-foremen when they were not on piece rates. Under the original award of Shri Meher the time rate wages for the monthly rated Hatch-foremen was to be Rs. 148. As I have already mentioned, senior gang workers and khalasis were getting Rs. 113 per month till their monthly wages were increased by the stevedoring companies without any authority and in contravention of the provisions in the Dock Workers (Regulation of Employment) Scheme, 1951 to Rs. 148. The increased wages had not the approval of the Dock Labour Board. The Labour Appellate Tribunal ignored the increase of Rs. 148 from Rs. 113. Although the Labour Appellate Tribunal felt jurisdictional difficulties to direct reduction of the monthly wages to the original wages, it could not but look upon the original wages of the monthly rated stevedore workers as the only legal wages. In addition to the processing allowance for the different categories of stevedore workers, the Labour Appellate Tribunal allowed the daily rated workers who were actually to be on piece rate, a further advance of Annas -/5/. This Annas -/5/- was not available to the workers when they were not on piece rate. Thus for the Hatch-foremen the daily wages were Rs. 4-15 As. when they were on piece rate and Rs. 4/10/0 when they were not on piece rate. The monthly rated stevedore workers who would come under the piece rate scheme and were to be paid according to the daily rated workers of the corresponding category were to get an additional payment for the four Sundays in a month calculated on their wages as they stood prior to the unauthorised increases in July, 1953. Thus a Hatch-foremen who was actually on piece rate would get for 100 per cent. out put Rs. 143/7/0, and Rs. 135/5/0 if he is not on piece rate. Under the direction of the Labour Appellate Tribunal the daily time rate for both the daily rated and the monthly rated tindals, senior gang workers, winchmen, Hatch-foremen and junior gang workers were to be the same as those of the daily rated workers when they were not actually on piece rate. The only advantage awarded by the Labour Appellate Tribunal for the monthly paid stevedore workers was that they were to get, in addition to the time rate wages calculated for the daily rated workers at their respective time rates, additional wages for the four Sundays in the month calculated on their respective original monthly wages (original monthly wages \times 4 divided by 30).

12. Under the scheme as laid down by the Special Bench of the Labour Appellate Tribunal in its decision in appeal against Shri Meher's original award, a daily rated Hatch-foreman was to get, when he is on time rate wages Rs. 4/10/- \times 26 i.e. Rs. 120/4/- and a monthly rated Hatch-foreman would get, when he is on time rate wages Rs. 4/10/- \times 26 plus Rs. 113/- \times 4 divided by 30 i.e. Rs. 135/5/-. I have strayed away a little to find out how the time rate wages of the daily and the monthly Hatch-foreman stood under the decision of the Labour Appellate

Tribunal. This is for a clear understanding of the present position of the daily rated and monthly rated Khalasis whose wages had, prior to Shri Meher's award, all along been at par with those of the Hatchforemen.

13. Sarvashri Mehta and Sheth contend that Shri Meher awarded an increase of Annas 1/- per day for both the daily rated and monthly rated Khalasis and that the total increase in the wages of the monthly rated Khalasis was Rs. 9/12/- per month being 26 times the daily increase of Annas 1/-. The monthly rated Khalasis who had since the decision of the Labour Appellate Tribunal been getting their original monthly wages at Rs. 113/- have been allowed an increment of Rs. 9/12/- after the Supplementary Award of Shri Meher and have been getting Rs. 122/12/- as against Rs. 135/5/- awarded by the Labour Appellate Tribunal for the time rate wages of a monthly Hatch-foreman when he is not on piece rate. Shri Mehta contends that prior to the original award of Shri Meher the difference between the wages of a daily rated khalasi and a monthly rated khalasi was Rs. 2/8/- and that in fixing the wages of the monthly rated khalasis at Rs. 122/12/-, the differential has been maintained. The differential between the wages of the daily rated and monthly rated workers do not appear to have been based on any principle. These differentials were wholly accidental if not arbitrary. The monthly earnings of the daily rated gang workers were Rs. 100/12/- as against those of the monthly rated junior gang workers which had been fixed at Rs. 103/-. The differential was Rs. 2/4/-. In the case of the tindals the differential was Re. 1/8/-. The differentials do not appear to have been linked to the wages. This contention of Shri Meher does not carry conviction. The differentials were only indication of the higher status of the monthly workers than the daily workers of the corresponding category. As I have already mentioned daily rated and monthly rated Khalasis had in the past been all along at par with the daily rated and monthly rated Hatchforemen. Shri Meher also in his original award maintained this parity in time rate wages of the two categories of workmen, Khalasis and Hatch-foremen when the latter were not on piece rates. Even in the supplementary award Shri Meher placed the daily rated Khalasis at par with the daily rated Hatch-foremen parity in the wages between monthly rated Khalasi and monthly rated Hatch-foreman when on time rates should not be maintained. Shri Mehta's explanation for this anomalous position is that the monthly rated Hatch-foreman stands to the risk of loss of his normal time rate when the output is below a certain level whereas the monthly rated Khalasis do not stand to any such risk. This is only a speculation. This argument might equally be applicable to the daily rated when they were on time rates. Shri Meher has not assigned any reason why the Khalasis. But Shri Meher took care to bring the wages of the daily rated Khalasis at par with the time rate wages of the daily rated Hatch-foremen. I cannot persuade myself even to imagine that different considerations weighed with Shri Meher in fixing the wages of the daily rated and monthly rated Khalasis in relation to the time rate wages of the daily and monthly rated Hatch-foremen. I have carefully considered the evidence and circumstances of the case and the arguments advanced on behalf of the parties and my decision is that Shri Meher omitted to fix the wages of the monthly rated Khalasis in his supplementary award. Thus the Khalasis who have been excluded from the decision of the Labour Appellate Tribunal and have not been considered by Shri Meher in his supplementary award are covered by the present reference. The preliminary objection raised on behalf of the Bombay Dock Labour Board and the Bombay Stevedores Association is decided accordingly.

14. I shall now enter into the merit of the dispute. The dispute relates to Dearness Allowance, Compensatory Allowance and House Rent Allowance. I have been called upon to enquire as to whether the dearness allowance of the several categories of workers mentioned in the schedule annexed to the Order of Reference should be pulled up to the rates applicable to similar categories of Bombay Port Trust employees and whether they are entitled to house rent allowance and compensatory allowance at the rates at which these are paid to the Bombay Port Trust employees. At present no separate compensatory allowance or house rent allowance are paid under the Bombay Dock Labour Board. The Bombay Port Trust employees are paid these allowances as recommended by the Central Pay Commission. The Bombay Dock Labour Board is paying dearness allowance to its employees at different rates linked to wages at varying rates linked to different pay ranges. Both the Bombay Port Trust and the Bombay Dock Labour Board are paying dearness allowance to their employees on identical principles but there is slight difference in the rates prescribed for different pay ranges. The following comparative chart will explain the position

Comparative Table of Allowances to Employees under the Bombay Dock Labour Board and the Bombay Port Trust.

Pay scale	Bombay Dock Labour Board				Bombay Port Trust			
	D.A.	C.A.	H.A.	Total	H.A.	C.A.	H.A.	Total Allowances
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Below Rs. 35 . . .	50	Nil	Nil	50	40	7.50	10	57.50
From Rs. 35 upto 40 . . .	50	"	"	50	40	7.50	15	62.50
Above Rs. 40 upto Rs. 50 . . .	50	"	"	50	40	10	15	65
" 50 " 55 . . .	50	"	"	50	50	10	15	75
" 60 " 75 . . .	50	"	"	50	50	12.50	15	77.50
" 75 " 100 . . .	50	"	"	50	50	12.50	20	82.50
" 100 " 113.50 . . .	55	"	"	55	55	12.50	20	87.50
" 113.50 150 . . .	55	"	"	55	55	15	20	90
" 150 " 170 . . .	60	"	"	60	60	15	20	95
" 170 " 200 . . .	60	"	"	60	60	17.50	20	97.50
" 200 " 218.7 . . .	65	"	"	65	65	17.50	20	102.5
" 218.7 " 250 . . .	65	"	"	65	65	17.50	10% pay	
" 250 " 268.7 . . .	70	"	"	70	65	17.50	10% pay	
" 268.7 " 300 . . .	70	"	"	70	65	20	10% pay	
" 300 " 350 . . .	75	"	"	75	70	20	10% pay	
" 350 " 500 . . .	80	"	"	80	70	20	10% pay	

(Based on Annexure A to the written statement of the Bombay Dock Labour Board).

15. The comparative chart given above will show at a glance that the scheme of dearness allowance for the employees under the Bombay Dock Labour Board compares very favourably with that of the Bombay Port Trust employees. The scheme of dearness allowance for the employees under the Bombay Dock Labour Board assures to each and every employee dearness allowance either equal to or more than what a Bombay Port Trust employee is drawing the same basic pay gets. As I shall presently point out the Bombay Dock Labour Board employees are given higher basic pay on the ground that they are not paid any separate House Rent Allowance and Compensatory Allowance. This comparatively high basic pay will place, in some cases, the employees of the Bombay Dock Labour Board at some stage or other in the higher pay range for which a higher dearness allowance has been provided. I have not taken into account the recent increment of dearness allowance for the Bombay Port Trust employees by Rs. 5/- In the view I have taken, the Scheme of Dearness Allowance for the employees under the Bombay Dock Labour Board does not call for any revision except that the existing rate shall be increased by Rs. 5/-. This is my award.

16. I may in this connection note that the wages of the monthly rated khalasis under the Bombay Dock Labour Board were made up of basic pay Rs. 68/- plus dearness allowance Rs. 45/-. He was getting Rs. 5/- less than what has hitherto been provided as dearness allowance for employees drawing upto Rs. 100/-. The daily and monthly rated khalasis had been enjoying in the past the same total emoluments as the daily and monthly rated Hatch-foremen. The parity has been maintained even after introduction of piece rate scheme in respect of the daily rated khalasis and the daily rated Hatch-foremen when they are on time rates. The monthly rated khalasis have been allowed the allowance of Annas 1/- per day for 26 days which has been awarded for the daily rated khalasis. This brings the total wages of a monthly rated khalasi to Rs. 122.12/- but the monthly rated Hatch-foremen when they are not on piece rates would get Rs. 135.5/-. It stands to reason that the general scheme of dearness allowance which hitherto provided Rs. 50/- for employees drawing a basic pay upto Rs. 100/- should be extended to the monthly rated khalasis. This has been increased by Rs. 5/- by this award. This will bring the total emoluments of the monthly rated khalasis to Rs. 132.12/-. The scheme of compensatory allowance and house rent allowance

which I shall presently lay down will raise the total emoluments of the monthly rated khalasis further and reduce the gap between their total emoluments and the total time rate emoluments of the monthly rated Hatch-foremen. Shri D'Mello contends that 50 per cent of the dearness allowance of the Port Trust employees are called Dearness Pay and is taken into account for the purpose of benefits like Provident Fund, Gratuity, etc. This contention is outside the scope of the present adjudication.

17. I now take up the demand about compensatory allowance and house rent allowance. Shri Mehta opposes the demand mainly on the following grounds:

- (1) As the wages of the workmen under the Bombay Dock Labour Board in Bombay were fixed in consideration of the local conditions of the city of Bombay, separate compensatory allowance is not justified.
- (2) As the basic wages include the element of house rent and the dearness allowance compensates the rise, the workmen have no justification to demand a separate house rent allowance.
- (3) As in fixing the wages for the employees under the Bombay Dock Labour Board, the fact that the Bombay Dock Labour Board is not paying any separate house rent allowance and compensatory allowance has all along been taken into consideration, no separate compensatory allowance and house rent allowance are payable.

The Central Pay Commission recommends uniform wage scales and uniform dearness allowance (linked with the all India cost of living index) for employees serving in India irrespective of the difference in the cost of living and other local conditions of the areas in which the employees are posted. The result of this uniformity in the basic pay and dearness allowance would have created much disparity in the real value of the total emoluments of the employees posted in different areas, if some provisions were not made to neutralize the disparity. This was the basic consideration for providing compensatory allowance and house rent allowance for employees posted in costlier cities. The purposes for granting compensatory allowance as enumerated in paragraph 82 of the report are:

- (i) Local allowances to meet the high cost of living in certain costly cities or areas;
- (ii) Local allowances to compensate for the hardship of service in certain areas e.g. areas with notoriously bad climate;
- (iii) Local allowances to compensate for the hardship incidental to service in certain difficult or remote areas e.g. Frontier Tracts or places which are declared as non-family stations;
- (iv) Hill allowance to compensate for the higher cost of living and special requirements as the additional warm clothing, fuel, etc. for the winter;
- (v) Field services allowance granted on the analogy of allowances given to enrolled personnel when serving with the army or in areas declared to be Field Service areas.

17. Identical considerations prompted the All India Industrial Tribunal (Bank Disputes) to provide compensatory allowance for costlier cities. In the present case where the wages must be presumed to have been fixed on considerations of local circumstances, the basic considerations which would justify a compensatory allowance are absent. My attention was invited to the decision of the Labour Appellate Tribunal in the Bombay Dock Labour Appeal at page 98, paragraph 28. The Bombay Port Trust which had been paying compensatory allowance to its employees contemplated to exclude the employees engaged on or after 1st February, 1950 from the allowance. Here the question was whether this amounted to discrimination and the Labour Appellate Tribunal decided in the affirmative and directed the Bombay Port Trust to continue to pay the compensatory allowance even to employees appointed on or after 1st February, 1950. In the present case there is no question of any such discrimination.

18. A healthy wage structure includes an element of house rent allowance and the dearness allowance is provided to compensate the rise in the house rent in the same proportion as it purports to compensate the rise in the cost of living. It is true that the dearness allowance does not compensate completely the rise in the house rent. Cent per cent neutralization has been discouraged. There are teeming millions who are worse off than the industrial workers and it is just and proper that the industrial workers like all other citizens of India must make

some sacrifice. Although the basic considerations which would justify the compensatory allowance and house rent allowance are absent, it is just and proper that there should not be any wide disparity in the total wages of the employees under the Bombay Dock Labour Board and those of the employees doing comparable jobs under the Bombay Port Trust. Shri Mehta referred me to the decisions of the Industrial Tribunal of Bombay in support of his contention that separate house rent allowance is not admissible. The decisions have been reported in the February and June issues of the Industrial Court Reporters for 1957. Exhibit 5 series are the extracts of the decisions. These decisions have no force here, inasmuch as, Shri Mehta concedes, the Government policy has been to secure identical service conditions for the employees under the Bombay Port Trust and the Bombay Dock Labour Board.

19. Shri D'Mello took me through the details of the basic principles of fixation of wages e.g. cost of nutritional diet, composition of family, rise in the cost of living index, etc. In the present case the scope of the enquiry is very limited. I am called upon to adjudicate as to whether the scale of dearness allowance for the employees under the Bombay Dock Labour Board should be raised to the scale of dearness allowance prescribed for employees doing comparable jobs under the Bombay Port Trust and whether the employees under the Bombay Dock Labour Board are entitled to compensatory allowance and house rent allowance on the same scales as are available to employees under the Bombay Port Trust doing comparable jobs. I do not, therefore, propose to enter into a detailed discussion as to what would be the proper wages of the employees under the Bombay Dock Labour Board.

20. The employees are interested in the total emoluments and are not generally concerned with the components thereof. Although the basic consideration for providing separate compensatory allowance and house rent allowance are not present, I feel that there should not be any wide disparity in the total wages of the workmen employed on comparable jobs in the two establishments—Bombay Dock Labour Board and the Bombay Port Trust. It stands to reason that equal total emoluments should be assured for comparable jobs in the two establishments which have been functioning side by side in the Port of Bombay, with the same objective. The activities of the Bombay Port Trust and the Bombay Dock Labour Board, so far as loading and unloading of cargo into and from the vessels are concerned are substantially identical. The similarities in the works of the shore workers and the stevedore workers should not lead to a conclusion that the Bombay Port Trust and the Bombay Dock Labour Board have identical establishments. As an administrative body incharge of a major Port, contributing to the international commerce, the Bombay Port Trust should and does attend to safe piloting of ships to and from the port and easy navigation of the ships within the Port area and has got to provide good quays, berths and shelter to ships against winds, waves and swells, to maintain them, to cater to the needs of the ships for maintenance and repair when the ships are in the Port area and to provide fuel, water and other necessary stores and certain facilities for the return journey. Besides, the Bombay Port Trust is responsible for the health and safety not merely of its employees but for the entire Port area. Even in the matter of loading and unloading of cargo, the Port's responsibility is not at an end with the condition of the loading and unloading as in the case of the Bombay Dock Labour Board. The Port's responsibility continues inasmuch as it has got to provide for safe storage of the cargo loaded from the ships as also of the cargo to be loaded into the ship. It has to maintain godowns and warehouses and to keep proper accounts of the cargo stored there. These are only a few of the diverse activities and responsibilities of the Bombay Port Trust which are manifold as compared with those of the Bombay Dock Labour Board. The establishments which they maintain must accordingly be presumed to be commensurate with their respective activities and responsibilities. The works of the workmen employed in these two establishments are likewise limited to their respective activities and responsibilities.

21. The wage scales in each of these establishments must be presumed to have been settled on proper evaluation of the jobs the workmen have to perform from the beginning to the end. The Bombay Dock Labour Board, as I have already mentioned, is concerned only with the loading and unloading of cargo and its activities and responsibilities are confined thereto. The Bombay Dock Labour Board's establishment can by no means be compared with that of the Bombay Port Trust. Presumably, therefore, the work for each category of workmen under the Bombay Port Trust have greater complications and involve greater skill and responsibility than those fixed for the corresponding category of workmen under the Bombay Dock Labour Board. The designation is not

material nor are the qualifications of the workmen themselves. The wages of the workmen represent the value of the job and not the value of the workmen doing the jobs.

22. Shri Mehta has invited my attention to the resolution of the Bombay Dock Labour Board (Exhibit E/2). In support of his contention that the employees under the Bombay Dock Labour Board were given higher scales of pay in consideration of the fact that the Board was not paying any house rent and compensatory allowance separately. An annexure has been appended to the written statement of the Bombay Dock Labour Board about the wages of some of the important workmen. The following is an extract of the Annexure (Appendix B):

Designation	Bombay Dock Labour Board	Bombay Port Trust
	Rs.	Rs.
Canteen Manager	150-10-200	120-6-144-8-184
Supervisor	120-6-174	90-6-144
Vendor		
Tea Maker	45-150-5-	35-140
Asstt. Cook		
Clerks	80-5-100-130-7 -180-10-250.	(1) 60-5-150 (2) 100-8-180-10 -200
Compounder	75-5-100-8-140	55-5-130
Dresser	50-2-80	40-1-50
Peon		
Cleaner	35-1-40	30-1-35
Hamal		

23. In the context of what I have said about the complications, responsibility, strain involved in the works under the Bombay Dock Labour Board and the Bombay Port Trust, it will not be proper to compare the total emoluments of a particular category of workmen in the two establishments from the beginning to the end. It would thus be wrong to equate the work of the workmen under the Bombay Port Trust with those under the Bombay Dock Labour Board throughout their entire service life simply because they have the same designations. At the commencement there can hardly be any differentiation between a clerk who joins the Bombay Dock Labour Board and a clerk who joins the Bombay Port Trust. But this similarity at the beginning should not be carried till the end of the career of the two clerks in the two establishments. The following comparative table will show the position of the total emoluments of the different categories of workmen in the two establishments at the start:

Designation	Total emoluments at the start.	
	Bombay Dock Labour Board	Bombay Port Trust
	Rs.	Rs.
Canteen Manager	205	210
Supervisor	175	172.50
Vendor		
Tea Maker	95	97.50
Assistant Cook		
Clerks	130	137.50
Compounder	125	130
Dresser	100	102.50
Peon		
Cleaner	85	87.50
Hamal		

24. The Canteen Manager in the Bombay Dock Labour Board gets Rs. 5 less than the Canteen Manager under the Bombay Port Trust in the first year, but from the second year his total emoluments are uniformly higher than his counterpart under the Bombay Port Trust upto the 6th year when he reaches his maximum. From the eighth year he gets less than the Canteen Manager under the Bombay Port Trust and the latter continues to get higher wages till he reaches the maximum in the tenth year of his service when the difference is Rs. 21—50. The Canteen Manager of the Bombay Port Trust will then continue to get higher wages than the Canteen Manager under the Bombay Dock Labour Board for his remaining service life. The Supervisor under the Bombay Dock Labour Board gets higher emoluments for the first two years of his service, for the next four years of his service he gets less than a Supervisor under the Bombay Port Trust and from the seventh year of his service he gets the same pay as a Supervisor under the Bombay Port Trust. The Compounder under the Bombay Dock Labour Board always gets less than a Compounder under the Bombay Port Trust except in the ninth, tenth and eleventh year of his service. The Peon, Cleaner, Hamal, Vendor, Tea Maker, Assistant Cook under the Bombay Dock Labour Board always get less than their counter-parts under the Bombay Port Trust. The Dresser under the Bombay Dock Labour Board gets less in the first few years of his service and more towards the end than a Dresser under the Bombay Port Trust. The total emoluments of the clerks under the Bombay Dock Labour Board are always less than that under the Bombay Port Trust. Having regard to the manifold activities and responsibilities of the Bombay Trust, I presume that the clerks of the Bombay Port Trust at the top discharge higher responsibilities and their works involve greater complications and higher strain. No details have been furnished separately in respect of Cashiers, Typists and Stenographers. Presumably they belong to the clerical grades. As we are considering the dispute with reference to the workmen in general under the Bombay Dock Labour Board and as the award that will follow will apply to all workmen under the Dock Labour Board, I do not feel the necessity of the Typists, Cashiers and Stenographers being considered separately.

25. The house rent allowance and the compensatory allowance in the two sister establishments cannot be compared in isolation. They have got to be looked into along with the basic wages and dearness allowance to which the workmen in the two establishments are entitled as also in the context of the nature of duties they have to perform, the responsibilities, complications, strain involved in the works and not merely with reference to the designations. I have carefully compared the total emoluments of the important workmen of the two establishments placed before me. There is no doubt that the Bombay Dock Labour Board gives its employees, higher scales of pay than the Bombay Port Trust in consideration of the fact that the Board is not paying any separate house rent allowance and compensatory allowance. There is no reason why the total emoluments of the workmen of the Bombay Dock Labour Board should fall below those of comparable categories of workmen under the Bombay Port Trust in the beginning of their career or where there is hardly any difference in the works performed by one and the same category of employees in the two establishments. With a view to reduce this disparity, I award a small allowance to the employees under the Bombay Dock Labour Board which may be called compensatory cum house rent allowance. This shall be payable to the workmen under the Bombay Dock Labour Board according to the following scale:

Wage range	Total compensatory cum house rent allowance	Rs. nP.
Below Rs. 40		3/-
From Rs. 40 upto Rs. 80		5/-
Above Rs. 80 upto Rs. 100		7.50
Above 100 upto Rs. 150		12.50
Above Rs. 150 upto Rs. 200		15/-

This will also apply to monthly paid khalasis. The award shall take effect from the date when it becomes enforceable under the law.

26. About the financial implication of the demands, Shri D'Mello submits that the levy on the registered stevedore employers under Clause 7(1)(h) of the Bombay Dock Workers (Regulation of Employment) Scheme, 1956 which is the main revenue of the Dock Labour Board and from which are met the costs of its establishment including wages and allowances of the staff, ultimately comes from the Shipping Companies and that the Shipping Companies have no objection to pay more if production goes up. Shri D'Mello further submits that since as a result of the piece rate scheme the production has gone up to the satisfaction of all concerned, the Shipping Companies will have no objection if the levy is increased. In support of his contention Shri D'Mello refers me to the report of the Vasist Committee [The Dock Workers (Regulation of Employment) Enquiry Committee, 1955, Part I, Chapter V, para. 542]. The report says:

"The Shipping Companies, who ultimately bear the cost are not opposed to any reasonable increase if necessitated due to improvements in working conditions or promotion of welfare measures, but they are extremely apprehensive about the consequences which follow from a fall in the output per worker per shift."

I am told that the present levy is 75% of the notional wages (i.e. the normal time rates) of the daily rated workmen without any reference to their actual earnings. The following chart will show at a glance the progressive increase in the levy:

	Period	Amount in lac of Rupees							
		1952	1952-53	1953-54	1954-55	1955-56	1956-57	1957-58	
February	1952	.	.	.	.	.	.	.	1.25
	1952-53	.	.	.	.	.	.	.	10.06
	1953-54	.	.	.	.	.	.	.	21.38
	1954-55	.	.	.	.	.	.	.	24.39
	1955-56	.	.	.	.	.	.	.	16.97
	1956-57	.	.	.	.	.	.	.	11.14
	1957-58	.	.	.	.	.	.	.	25.50

No levy is charged on the wages of the monthly stevedore workers. The rise in the output has resulted in a reduction in the number of daily rated workmen employed for the same cargo. Thus the resultant effect of the improvement in the output has been to reduce the levy which would have been available to the Dock Labour Board if the piece rate cum incentive wage scheme had not been introduced. This levy is the main revenue of the Dock Labour Board. Shri Mehta contends that increase in the rate of the levy which ultimately comes from the Shipping Companies may lead to diversions of ships and thus affect the Bombay Port. Levy has got to be increased very cautiously with considerable foresight; and in the absence of sufficient statistics bearing in the question, I can neither express myself about the existing scheme of the levy nor can I suggest a scheme for the future. The actual financial position of the Bombay Dock Labour Board has not been placed before me. Only the figures of the levy for the last few years have been supplied at the argument. But nothing has been said about expenditure. The Bombay Dock Labour Board, however, did not plead incapacity to pay, and I may presume that there will be no question of increase in the rates of levy unless and until a heavy burden is cast upon the Board by this award and I feel that this award of mine is not likely to cast any such heavy burden upon the Board, as will necessitate increase in the rates of levy.

This is my award. It will take effect on and from the date on which it becomes enforceable.

27. In conclusion I must thank the representative of the parties for the assistance I received from them.

Calcutta;

The 30th April, 1958.

A. Das Gupta,
Presiding Officer,
Central Government Industrial Tribunal, Calcutta.

[No. LR-II/3/6/57-Pt.]

A. L. HANNA, Under Secy.

New Delhi, the 17th May 1958

S.O. 922.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Saltore Colliery and their workmen:—

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD
REFERENCE No. 11 of 1957.

Employers in relation to the Saltore Colliery of Messrs Burrakur Coal Co. Ltd., P.O. Saltore, District Purulia,

AND

Their workmen, represented by the Colliery Mazdoor Sangh

Dated the 29th April, 1958.

PRESENT:

Shri Salim M. Merchant, B.A., LL.B., *Chairman.*

APPEARANCES:

Shri D. L. Sen Gupta, Advocate with Shri D. Narsingh, Advocate, instructed by Shri Kanti Mehta, General Secretary, Colliery Mazdoor Sangh, for the workmen.

Shri S. S. Mukherjea, Advocate, instructed by Shri P. K. Mitter, Chief Personnel Officer, for the company.

Industry: Coal.

State: West Bengal.

AWARD

The Government of India, in the Ministry of Labour and Employment by S.R.O. 3263, dated 30th September, 1957 [LR II/55-6(40)/57] made in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act 1947 (XIV of 1947), was pleased to refer to me for adjudication the industrial dispute between the parties above named in respect of the following matter specified in the schedule to the said order:—

THE SCHEDULE

“(a) Whether the management of Saltore colliery are justified in retrenching 15 persons (named in the annexure) employed in the lamp cabin after the offer made by them to absorb the 15 persons concerned as miners/loaders after one month's training at the company's expense under the same conditions as C.R.O. labour, had been rejected by the union?

(b) If the retrenchment is held to be justified, from what date should it be operative?

(c) Irrespective of the decisions on (a) and (b) above, to what relief shall the 15 workers be entitled?

ANNEXURE

1. Shree Anil Mukherjee
2. " Mahadeb Kobi
3. " Badal Ghosh
4. " Sudhir Mandal
5. " Gour Bouri
6. " Bhaba Bouri
7. " Taran Tanti
8. " D. D. Mukherjee
9. " T. P. Kobi
10. " Bankim Bhattacharjee
11. " Mihir Bouri
12. " Kista Sirkar
13. " Sona Bhuiyan
14. " R. C. Mahanta
15. " Mahendra Shaw

2. The list of the 15 workmen concerned in the dispute is annexed to the order of reference as above.

3. After the usual notices were issued on the parties the Colliery Mazdoor Sangh (hereinafter referred to as the Union), which represents the majority of the workmen of the Saltore Colliery, filed its statement of claim on 20th November, 1957 and the management of the colliery filed its written statement in reply on 14th December, 1957 and thereafter the dispute was heard at Dhanbad on 13th and 14th March, 1958 when parties led evidence, filed documents, and made their submissions.

4. Before dealing with the dispute on its merits, it is necessary to give a brief account of the events leading up to this reference. The Saltore Colliery is owned by Messrs. Burakur Coal Co. Ltd., which employ about 1,800 workmen in the different categories. There is a department in that colliery known as the Lamp Cabin Department in which in all 25 workmen were employed at the relevant time belonging to the clerical, skilled, semi-skilled and unskilled manual categories. It appears that this is a gassy mine and inflammable gas was occasionally encountered in certain sections of this colliery and therefore the Department of Mines, Government of India, by its letter, dated 24th March, 1955 had asked the management to replace the existing flame safety lamps (oil) by electric safety lamps, to ensure better lighting and safety of the workmen. The oil lamps after use underground required to be opened out, cleaned, wicks trimmed, re-fitted, refilled with oil and re-lighted for issue in the next shift. This work was done by the workmen of the lamp cabin department and the use of these oil lamps necessitated the employment of a large staff for maintenance. It appears that in or about March 1957 the management introduced electric cap lamps in the colliery for better lighting and safety of the workmen at a cost of about two lakhs of rupees. However, a few flame safety lamps were retained for inspection purposes only as required by Statute. According to the management under the new arrangement the lamp cabin became self-servicing, that is to say, each worker has his own electric lamp which he lifts off the rack on his way to work whilst passing through the lamp cabin and gives his attendance there and after his shift is over he replaces the lamp on the rack which connects it to the lamp charging board. According to the management, when this new system was introduced it was not necessary to retain 25 workmen in the lamp cabin department and it decided that it could run the new cabin section with 8 workmen. Accordingly, the management gave a notice of its intention to retrench the 15 workmen concerned in this reference and transferred two lamp issue clerks—Shri Dugal Ball and Shri K. P. Auddy—in other vacancies, in other departments. The particulars of the 15 workmen so retrenched are as follows:—

Serial No. & Name	Designation	Age	Length of service on 20-7-57
Yrs. M. Ds.			
1. Sri Anil Mukherjee	Lamp Issue Clerk	32	13 5 10
2. Sri Mahadev Koli	Do.	50	13 3 10
3. Sri Badal Ghose	Do.	28	11 5 10
4. Sri Sudhir Mandal	Chargeman	38	18 5 10
5. Sri Gour Bauri	Do.	34	15 5 10
6. Sri Bhaba Bauri	Tool Smith	31	18 8 10
7. Sri Joran Tanti	Board Man	35	16 11 10
8. Sri D. D. Mukherjee	Lamp Cleaner	24	6 2 10
9. Sri T. P. Koli	Do.	25	6 11 10
10. Sri Bankim Chatterjee	Do.	25	5 11 10
11. Sri Mihir Banerjee	Do.	26	5 11 10
12. Sri Kistu Sarkar	Do.	24	4 11 10
13. Sri Sona Bhuiyan	Do.	22	4 8 10
14. Sri R. C. Mohanti	Do.	30	2 8 10
15. Sri Mahendra Shaw	Do.	22	2 8 10

The actual retrenchment was effected by company's notice dated 10th June, 1957. In the notice served on each of the 15 retrenched workmen, it was stated that they would be retrenched with effect from 10th July, 1957 in accordance with the provisions of Section 25 of the Industrial Disputes Act, 1947. On the same date the necessary notice under Section 9A of the Industrial Disputes Act for effecting this change was also given.

5. It is necessary to state that prior to effecting this retrenchment, the company had by separate notice addressed to 12 of the retrenched workmen who were doing manual work in the lamp cabin department offered each of them alternative jobs. The particulars of the category of the alternative jobs offered to each of these 12 workmen together with the pay for each job are stated in

the appendix to the company's written statement and the same is reproduced below:—

Name	Rate of pay when employed in lamp cabin	Job offered	Rate of Pay	
			Rs. A.	Rs. AS.
1. Taran Tanti, Boardman .	1 2 a day	Haulage Khalasi .	1 2 a	day
2. K. Sirkar, Lamp cleaner .	1 0 , ,	Haulage Khalasi (tip sir or temporarily) did not accept H. Khalasi's job.	1 2 a	day
3. Mihir Bouri, Lamp Cleaner	1 0 , ,	Timber Mazdoor .	1 1 a	day
4. Mahendra Saw, Lamp Cleaner.	1 0 , ,	Haulage Khalasi .	1 2 a	day
5. Sona Bhuiyan, Lamp Clearner	1 0 , ,	Do.	"	"
6. Sudhir Mandal, Chargeman.	1 2 , ,	Do.	"	"
7. R. C. Mahants, Clearner .	1 0 , ,	Do.	"	"
8. Bhoba Bouri, Tinsmith .	1 4 , ,	Do.	"	"
9. B. Bhattacharjee .	1 0 , ,	Do.	"	"
10. T. Kobi, Cleaner .	1 0 , ,	Do.	"	"
11. Gour Bouri .	1 2 , ,	Do.	"	"
12. D. D. Mukherjee .	1 0 , ,	Drill Mazdoor He accepted and then re-sited.	1 0 a	day

The remaining 3 retrenched workmen are (1) Shri Anil Mukherjee, (2) Shri Mahadeb Kobi and (3) Shri Badal Ghosh, item Nos. 1, 2 and 3 in the list annexed to the order of Reference, who were doing the clerical work of lamp issue clerks. The notice to the 12 retrenched workmen were served between 28th March, 1957 and 8th April, 1957 (see Annexures A and A1 to the company's written statement). The union, however, objected to any retrenchment whatsoever, and by its letter dated 9th April, 1957 (Annexure B to the company's written statement) informed the management that the retrenchment was not acceptable to it under any circumstances. Thereafter certain correspondence ensued between the union and the management and ultimately the union by its letter dated 24th June, 1957 (Annexure D to the company's written statement) threatened to call a strike over the issue of the retrenchment of the 15 workmen. However, before actually effecting the retrenchment the management offered to give employment to each of the 15 retrenched workmen as minors and or loaders and to pay them for a month at the Hazri rates to enable them to learn the work (see Annexures F and F1 to the company's written statement), but this offer was not accepted by the union. Thereafter, the matter was taken up in conciliation by the Regional Labour Commissioner (Central), Dhanbad, and an agreement was reached on 16th July, 1957 by which (1) the union withdrew the strike notice, (2) the 15 lamp cabin staff considered surplus ceased to work on being paid advances equal to the amount of retrenchment compensation to which each of them was entitled to under the Industrial Disputes Act, 1947 and (3) the parties agreed to make a joint request to the Government of India to refer the dispute to a Tribunal under Section 10(2) of the Act. The terms of reference as stated in the Government notification were also drawn up by the parties and thereupon the Government made this reference on 13th September, 1957, as stated above. The actual retrenchment, however, took effect from 17th July, 1957, but the workmen were paid the advance of retrenchment compensation to which they were entitled to on 20th July, 1957.

6. The union in its written statement and at the hearing has challenged the retrenchment of these 15 workmen on the following main grounds: (1) That the company had effected rationalisation in the lamp cabin section and that such rationalisation was unnecessary, un-warranted and *mala fide*, (2) that more workmen were retrenched from the lamp cabin section than was necessary and (3) that the lamp cabin section was not a separate department and that in effecting retrenchment the company had not followed the principle of "last come first go" as workmen of the same category junior in service to the retrenched workmen were retained in service. The union further contends that for the purpose of retrenchment all the 8 collieries under the management of Burrakur Coal Co. Ltd. should have been taken into account and in any case seniority and juniority in service amongst the workmen of the same category as that of the retrenched workmen in the Saltore colliery as a whole should have been adopted.

That the company having failed to do so the retrenchment was illegal and should be set aside. The union also contends that the company had employed fresh recruits in the colliery without giving a chance to the retrenched workmen to be employed in those posts and that the management had also transferred workmen to permanent posts from other departments with a view to depriving the retrenched workmen of the chance of being absorbed in permanent posts.

7. With regard to the first ground the management's case is that this was not a case of rationalisation of the lamp cabin section but that electric cap lamps were introduced because as this was a gassy mine the management was directed by the Department of Mines to introduce these lamps for better lighting and greater safety of the workmen. This contention of the company is established from the letter dated 24th March, 1953 which it had received from the Department of Mines, Ex. E-1(1). It appears to me that this is not a case of rationalisation pure and simple where the company was introducing a change in its method of production with a view to effect a saving in the cost of production. The electric cap lamps were introduced in the interest of better lighting and greater safety of the workmen and if as a result of such change, which was mainly in the interest of the workmen themselves, it became necessary for the company to retrench some of the workmen in the concerned section, it can hardly be objected to. In fact, it is clear from the letter dated 24th June, 1957 (Annexure D to the company's written statement) addressed by the union to the Manager of the colliery, that at that time the union was not objecting to the retrenchment of the workmen on grounds of rationalisation but on the ground that the 15 retrenched workmen were being sent away in spite of the fact that there were vacancies to provide them with alternative jobs. Thus the objection of the Union was not on grounds of rationalisation as such, but to the method in which the retrenchment was effected.

8. With regard to the number of workmen to be retained the management has stated that actually it was necessary to retain only six of the 25 workmen working in the Lamp Cabin Department and that in fact two more were retained than was strictly necessary. The manager of the colliery (W.E. 1) has in his evidence stated that 8 men in the lamp cabin were quite sufficient and I accept his statement. In any case the management would be the best judge of the number of workmen that in its opinion are necessary to work any department efficiently, provided of course that there is no consequent increase in the work load of the workmen. The union has tried to show with reference to certain discussion at the Works Committee that the number of workmen retained in the Lamp Cabin Department was inadequate and it has also tried to show from a statement made by its witness W.W. 1 that the remaining workmen in the lamp cabin department were being made to do overtime work under fictitious names but the evidence on the point in my opinion is extremely weak and fails to establish satisfactorily that the number of workmen retained in the lamp cabin section is not adequate, I am, therefore, satisfied that the retrenchment in the lamp cabin section was not in excess of the actual requirements.

9. The next point urged by the union is that in deciding the seniority in service of the retrenched workmen of each category, all the collieries under the management of this company should have been taken into account. For that purpose it has relied upon clause 26 of the certified standing orders in force in this company Ex. W. (2) which is to the effect that all workmen are liable to be transferred from the department to another or from one station to another and from one colliery to another under the same management provided such transfer does not cause any prejudice to them in their wages and other conditions of service and provided that reasonable notice is given of such transfer. This standing order provides by way of condition of service the liability of the workmen to be transferred from one department to another and from one colliery to another under the same management, and there is nothing in the Standing Order by which for purposes of retrenchment all the workmen of the same category employed in all the collieries are to be considered for the purpose of the application of the principle of "last come first go". In my opinion, it would be unrealistic to extend this principle among all employees of the same category working in other collieries under the same management, for the purpose of retrenchment. In my opinion, the proper basis would be to confine the determination of seniority in service to the workmen of the same category employed in the Saltore colliery from which the workmen are sought to be retrenched. The company's case, however, is that the lamp cabin section was a water tight and separate department. But from the evidence both oral and documentary on record, I am satisfied that the lamp cabin section was not a water tight and exclusive department as there is evidence to show that the workmen were transferred from other departments to the lamp cabin section and workmen from lamp cabin section were also

transferred to other departments. The evidence of W.W. 1 on this point in which he has given specific instances of such transfers negatives the contention of the management.

10. Before dealing with the third point urged by the union, I may state that it is by now well settled law that in the case of retrenchment of workmen, the questions that necessarily arise for determination are (1) whether the grounds for saying that they are surplus have been made out, (2) if such a ground has been made out by the employer, whether in the matter of retrenchment the employer has acted *bona fide* and (3) whether in discharging the surplus workmen, the employer has followed the principle of "last come first go" or not. It is a settled law that the rule of "last come first go" is not a fixed rule but it is the normal rule and if it is departed from by the employer in a particular case, he must justify by evidence such a departure by him. It is further settled that the question of comparative seniority or juniority of workmen (applying the principle of last come first go) has to be determined with reference to the workmen working in the same category of employment. Thus in retrenching workmen employed as "fitter at the time of retrenchment seniority is to be determined on the strength of length of service of each workman acting in the category of fitters and not on the length of service in different capacities in the company. (See decisions of the Labour Appellate Tribunal in the cases of (1) Vishvamitra Press and their workmen, 1952—L.A.C.P. 20 at page 33 para 18—1952—I—L.L.J. 181 at page 189, (2) Shri Sundersan Banerjee & Others *versus* Messrs. Macleod & Co. Ltd. 1953—L.A.C. 702 at page 712 para 14—1954 L.L.J. p. 181, (3) Halar Salt & Chemical Works *versus* their workmen 1953. L.A.C. 134 and (4) J. K. Hosiery Factory, Kanpur, *versus* their workmen, 1955—I.L.L.J. p. 39).

11. On the facts and circumstances of this case and the evidence on record, I am satisfied (1) that the management has made out a justifiable ground for saying that these 15 workmen were surplus to its requirements in the lamp cabin and (2) that in effecting retrenchment the management has acted in a *bona fide* manner. The only question that remains to be considered is whether in discharging these workmen, the management has followed the principle of "last come first go" and that has been the most controversial issue between the parties in this dispute. As I have stated earlier, I am satisfied that the lamp cabin department was not a separate water tight department as alleged by the management and the management should therefore have taken the Saltore colliery as a whole for determining the seniority and juniority in service of the categories affected. There is, however, a new element in this case in as much as before effecting retrenchment and discharging these workmen from service, the management had offered 12 of them alternate jobs on the same or better wages as shown in the appendix to the company's written statement reproduced above, which offer unfortunately the workmen did not accept. It is, therefore, necessary to go back to the events leading up to the company's notice of retrenchment dated 10th June 1957. Even after the said notice of retrenchment and after the agreement was reached before the Conciliation Officer there were certain offers made by the management which are also relevant and must be taken into account.

12. As stated earlier the electric cap lamps were introduced somewhere in about March 1957. On 28th March 1957 the company addressed a notice to Shri D. D. Mukherjee, Lamp Cleaner (item No. 8 in the list of retrenched workmen) offering him the job of a Driller Mazdoor on the same basic pay of Re. 1 per day which he was then drawing as lamp cleaner. He accepted this offer but later refused evidently under the advice of the union. Between 5th April 1957 and 8th April 1957 the company offered 11 of the retrenched workmen (item Nos. 7, 12, 11, 15, 13, 4, 14, 6, 10, 9 and 5 in the list annexed to the order of reference) alternative jobs, in some cases on even a higher rate of pay than they were getting in the lamp cabin section. Particulars of this offer are given in the appendix annexed to the company's written statement which has been reproduced above. Annexure A1 (to the company's written statement) is a specimen of the letters which were addressed to the 11 retrenched workmen between 5th April 1957 and 8th April 1957. It may be stated here that the jobs offered to these 12 workmen excepting one that of Driller Mazdoor offered to Shri D. D. Mukherjee were all of categories which the union's witness W.W. (1) admitted were of a light nature. But these offers were not accepted by them. The union has sought to argue that there is no rejection of this offer on record. But when an offer is not accepted within a reasonable time, it can only amount to a refusal to accept the offer. The union on the other hand, submitted a statement which was later filed before me as Ex.-W-1(2) by which it had suggested an alternate scheme by which out of the 25 workmen in the Lamp Cabin Section and 3 register clerks,

22 were to remain in the lamp cabin section and the remaining 6 workmen were to be provided with jobs as haulage khalasis. But at the hearing nothing material was urged in justification of this suggestion of the union, nor was any evidence led to prove the various details contained in the statement. I may stop here and note that in the appendix to the company's statement it is shown that out of the 12 workmen referred to earlier as many as 9 were offered the jobs of haulage khalasis but that they did not accept these jobs. It was after this that the company served its notices dated 10th June 1957 retrenching these workmen from service. After these notices were served on 28th June 1957 the union wrote a letter to the management (Annexure D to the company's written statement) stating that it proposed to call a strike on 8th July 1957 because the management had given notice for retrenchment to these 15 workmen. The management replied by its letter dated 28/29 June 1957 explaining the circumstances in which the retrenchment of the workmen had become necessary. It appears that later there was some discussions between the management and the union on 10th July 1957 and the management offered to absorb the 15 retrenched workmen as miners and or loaders and to pay them for a month at miners' hazard rates to enable them to learn the work. This is the offer referred to in clause (1) of the Reference Order. It appears that the union had then proposed to let the management know by 13th July 1957 whether that offer would be acceptable to it. When no reply was received from the union, the Chief Mining Engineer of the company on 14th July 1957 wrote to the General Secretary of the Union informing him that if he did not receive a reply by 15th July 1957, he would take it that the offer of employment of these workmen as miners and or leaders had been refused and would proceed to effect retrenchment. When no reply was received the management on 15th July 1957 put up a notice informing each of the 15 workmen retrenched that they were offered alternative employment as miners and loaders and would be paid average hazard of miners for one month while they are learning the work as is done in the case of Gorakhpuri Labour and further informed them that if they refused this offer, there would be no alternative but to effect retrenchment. As this offer was not accepted, the retrenchment was effected.

13. The Union's case is that this offer of employing the retrenched workmen as miners and or loaders was not *bona fide* in as much as the work of miners and loaders is of a strenuous manual nature to be done underground, whilst those of the retrenched workmen who were doing manual work, were employed on the surface to do light manual work. In this connection, the Secretary of the Union who gave evidence before me (W.W. 1) admitted that the work of Banks-men, On-setters, Khalasis, Haulage Khalasis, Shot Firing Mazdoor and Pump Khalasis is of light manual nature. Of the alternative jobs offered to the 12 retrenched workmen who were doing manual work in the lamp cabin section as specified in the appendix to the company's written statement, 11 were offered jobs in categories which on the admission of the Secretary of the Union were of light nature, as of these 12 retrenched workmen 10 were offered jobs of Haulage Khalasis one of Timber Mazdoor and one of Drill Mazdoor. I am of the opinion that the action of the management with regard to these 12 workmen cannot now be challenged as it had offered 11 of them alternative jobs which according to the union were light jobs and the twelfth workmen Shri D. D. Mukherjee first accepted the post of Drill Mazdoor and thereafter resiled. In my opinion it is these workmen who are in the wrong in having refused these alternative jobs. If they had accepted these alternative jobs there would have been no need or necessity of their having to be sent away. It was only after this offer was not accepted that the company made the alternative suggestion of employing them as miners and or loaders. It must be remembered that there were no identical alternative jobs of the same categories as these workmen were doing when employed in the lamp cabin section and therefore the management could offer them employment only of other light manual labour which the company in fact had done and it was only on this refusal that the company offered them the jobs of miners and loaders.

14. I may here state that even after the retrenchment there were vacancies in the post of Timber Mazdoors which were offered to the retrenched workmen and Shri Gour Bouri, Charge-man in the Lamp Cabin Section (Item No. 5 in the list annexed to the Order of Reference), accepted the post of Timber Mazdoor on and from 6th January 1958 and he is still continuing in service in that job. Similarly, Mahendra Shaw, (Item No. 15 in the list annexed to the Order of Reference), also accepted and joined as Timber Mazdoor on 4th February 1958 and is continuing in service as such. Item No. 12, Kista Sirkar, accepted the work of Timber Mazdoor on 13th January 1958 but he left on 5th February 1958 stating that the work was too heavy for him to do. Similarly, item No. 13 Sri Sona Bhujan also joined on 29th January 1958 but left the next day.

15. The case of Shri Anil Mukherjee Item No. 1 Shri Mahadeb Kobi, Item No. 2, and of Shri Badal Ghosh, Item No. 3 who were all working as lamp issue clerks calls for special consideration. They were doing clerical work in the lamp cabin section and were not offered any alternative jobs by the company as admitted by the company. Shri Anil Mukherjee and Shri Mahadeb Kobi had put in over 13 years service and Shri Badal Ghosh had put over 11 years service, on the date of their retrenchment. The company has not offered them any alternative clerical appointment, its case being that their retrenchment was justified as the lamp cabin section was an exclusive and separate department. In the case of these three workmen the management not having offered any alternative jobs of clerical nature and not having applied the principle of "last come first go", their retrenchment must be held to be improper and illegal. The offer to them to do the work of Miners and Loaders underground cannot be considered justified as they were doing clerical work and to them jobs of a clerical nature should have been offered as alternative employment. Their refusal to accept those jobs must be held to be justified. It is settled law as far as the general clerical staff is concerned that staff in all departments of any given concern must be taken into account before determining seniority and juniority in service. (See Sri Sundersan Banerjee and others Versus M/s. Macleod & Co, Ltd. 1953. L.A.C.P. 702 at p 712) The first two of these three attendance clerks had put in as many as 13 years service and the third had put in 11 years service. The management has not at all considered their seniority in service with other clerks doing simple clerical work as it considered their seniority only in the lamp cabin section. The company was manifestly wrong in so doing and their retrenchment must therefore held to be illegal. I may here note that it was sought to be argued by the Union that three other attendance clerks who were working on the pit top had been shifted to the lamp cabin section and these three clerks retrenched. But the facts are that the three clerks on the Pit top belonged to a separate department known as the Attendance Department and were merely made to sit in the lamp cabin section after the position of the lamp cabin was shifted near the Pit top. These workmen were only asked to sit in the lamp cabin department, but continued to be in the attendance department. There has thus not been any transfer of 2 of the 3 clerks from the pit top to the lamp cabin section as was sought to be made out by the union. But as I have held that the retrenchment of these three Lamp Issue clerks was otherwise unjustified and illegal I hold that they are entitled to be reinstated.

16. Shri Kista Sirkar is item No.12 in the list annexed to the Order of Reference. It seems that on the date of retrenchment he was working as underground Tip Sirkar. The union has argued that he could well had been continued in that post. It appears that he had been transferred underground some time earlier and was doing the work either of Haulage Khalasi or Tugger Khalasi, but at the time of the retrenchment he was doing the work of an underground Tip Sirkar. The management in cross-examination of the Secretary of the Union suggested that he was employed underground as a Badli. The Secretary of the Union was not able to state whether that was so or not. The management's case was that Kista Sirkar was working as a Badli in the post of Tip Sirkar but his permanent appointment was in the lamp cabin section. However, he was one of these 12 workmen who was offered the post of a Haulage Khalasi as shown in the Appendix to the company written statement reproduced above, before the retrenchment was effected, but he refused to accept the post. He was as admitted by the Union, formerly doing the work of a Haulage Khalasi and it therefore appears to me that there was no justification for his refusing the post of Haulage Khalasi which was offered to him by the management.

17. The union has relied upon Ex. W-1(18) which is a statement prepared by it showing the scope of permanent absorption of the retrenched hands in several categories stated therein. The management has denied having received this statement of the union and the union has not been able to prove that this statement was sent by it to the management. In that statement the union had suggested that there were vacancies in the posts of Onsetters, Bunksmen, Pump Khalasis, Haulage and Tub Khalasis, Packing Mazdoors, Underground Tip Sircar, Oil Pump Khalasi, Oil Mazdoor for 4 pit Drag, That Firing Mazdoor, Sp. Khalasi and Chaprasi in the Labour Bureau which could have been offered to the retrenched workmen. But apart from the fact that this statement was not proved as having been sent to the management, one of the categories in which the union was claiming for the absorption of the retrenched workmen was that of Haulage Khalasis. As I have stated earlier the management did offer the jobs of Haulage Khalasis to 10 of the 12 retrenched workmen who were doing manual work in the lamp section and they not having accepted those posts, they are not now justified in making a grievance on that score.

18. The union has also referred to Ex. E W. 1(7) which was filed by it at the hearing. That has reference to the Bunker Mazdoor Department and the case of the union was that one of the employees of that department had been authorised to work as Shot Firing Mazdoor and consequently there was shortage of workmen in that department. But the Manager of the colliery in his evidence has explained that there was no intention to give additional work to the workmen of the Bunker Mazdoor Department with a view to create a surplus staff as alleged by the union but that a mechanical devise for operation of the Hopper for filling skip of the pits by sand was introduced and thus one workman per shift became surplus in that department. I accept this explanation which appears to me to be the real reason for sending away one of the workmen of the Bunker Mazdoor Department as a Shot Firer. I have also considered the other exhibits filed by the union and the submission made thereon by Shri Sen Gupta the learned Advocate for the union but I am not satisfied that the union has been able to establish a case that (1) that the management had been filling up permanent vacancies in other departments with a view to deprive these retrenched workmen of the chance of being absorbed in those vacancies and (2) that there has been any unfair labour practice on the part of the management with regard to the non absorption of those of the retrenched workmen who were doing manual work in the Lamp Cabin Section.

19. I, therefore, answer issues (a) under reference in the affirmative in respect of item Nos. 4 to 15 to the list annexed in the order of Reference and under issue (b) I hold that their retrenchment should be operative from 17th July, 1957. With regard to item Nos. 1, 2, and 3 I hold that their retrenchment was illegal and order their reinstatement under clause (c) of the reference.

20. In the result, I hold that the retrenchment of (1) Anil Mukherjee (2) Mahadeb Kobi, and (3) Badal Ghosh who were employed as Lamp Issue Clerks was illegal and I direct that they should be re-employed in the proper clerical grade, with continuity of service and that they should be paid their full wages and other allowances including bonus for the period from the date of their retrenchment i.e. from 17th July, 1957 till they are re-employed in service and the retrenchment compensation already paid to them should be appropriated towards their wages, dearness allowance and bonus for the period from the date of their retrenchment till the date of their reinstatement in service.

21. With regard to Gour Bouri (item No. 5) and Mahendra Shaw (Item No. 15) no order is called for as they joined on 6th January, 1958 and 5th February, 1958 respectively as Timber Mazdoors and the only direction to be given is that they shall be entitled to be continued in service as such.

22. With regard to the rest of the 10 workmen namely, Item No. 4—Sudhir Mandal, Item No. 6—Bhaba Bouri, Item No. 7—Taran Tunti, Item No. 8—D. D. Mukherjee, Item No. 9—T. P. Kobi—Item No. 16 Bankim Bhattacharjee, Item No. 11—Mihir Bouri, Item No. 12—Kista Sirkar, Item No. 13—Sona Bhujan and Item No. 14 Shri R. C. Mahanta, I hold that their retrenchment was in the circumstances of this case, justified and they are not entitled to anything more than the retrenchment compensation already paid to them. Their retrenchment in service shall be effective from 17th July, 1957. I also hold that these last named 10 workmen are not entitled to any other relief and I award accordingly.

(Sd.) SALIM M. MERCHANT,
Chairman,

Camp, Calcutta.

The 29th April, 1958

Central Govt. Industrial Tribunal, Dhanbad.

[No. LR-II-55-6(40)/57.]

S.O. 923.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the Industrial dispute between the employers in relation to M/s Bird & Co. (Private) Ltd. and their workmen in their collieries.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE NO. 4 OF 1958.

Employers in relation to Messrs. Bird & Co (Private) Limited.

AND

Their workmen in their collieries.

Dated 6th May 1958

PRESENT:

Shri Salim M. Merchant, B.A.L.L.B.,—Chairman

APPEARANCES:

Shri D. Narsingh, Advocate, instructed by Shri Kanti Mehta, Vice President, Colliery Mazdoor Sangh, and Shri B. N. Sharma, for the workmen.

Shri P. K. Mitter, Chief Personnel Officer, and Shri J. L. Sinha, Group Personnel Officer, for the employers.

State: Bihar.

AWARD

Government of India, in the Ministry of Labour & Employment by Order No. LR. II-55-1(51)/57 dated 19th February 1958 was pleased, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), to refer the industrial dispute between the parties above named in respect of the following matter specified in the schedule to the said order to me for adjudication:—

SCHEDULE

"Whether the reduction of the khoraki rates for car drivers of Messrs. Bird & Company (Private) Limited, P.O. Sijua (Dhanbad), from Rs. 2/3/- and Rs. 1/4/- for town and non-town areas respectively for missing a meal to Re. 1/- is justified or not and, if not, at what rate they should be paid."

2. After the reference was received, notices were issued on 6th March 1958 on the parties to file their respective written statements. The Secretary, Colliery Mazdoor Sangh, representing the workmen, filed the written statement on 2nd April 1958 and the management filed their written statement in reply on 28th April 1958 and the matter was thereafter fixed for hearing on 6th May 1958.

3. At the hearing, the parties filed the terms of settlement reached between them and have prayed that an award be made in terms thereof. The terms of settlement are annexed hereto and marked Annexure 'A'. As the terms of settlement appear to me to be fair and reasonable on the facts and in the circumstances of the case, I make an award in terms of this settlement, which shall form part of this award.

4. I may state that the town-areas referred to in para 1(b) of the terms of settlement as mentioned in para 2 of the employers' written statement are, Calcutta, Asansol, Hazaribagh, Ranchi, and Patna.

No order as to costs.

(Sd.) SALIM M. MERCHANT, Chairman,
Central Govt. Industrial Tribunal, Dhanbad.

Dhanbad,

The 6th May 1958.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

REFERENCE NO. 4 OF 1958

Employers in relation to the collieries under Messrs. Bird and Co (Private) Ltd.
V.S.

Their workmen represented by the Colliery Mazdoor Sangh.

The humble petition on behalf of the above named parties most respectfully sheweth:

1. That the above reference has been amicably settled between the parties on the following terms:

- (a) That for absence on any day involving the missing of a meal, the workmen concerned in this Reference shall be paid Rs. 1-4-0 in respect of non-town areas and Rs. 1-12-0 for the town areas.
- (b) That the town areas shall cover the towns mentioned in para 2 of the employers written statement.
- (c) That the above terms and conditions shall come into force with effect from 1st January 1958.

2. It is therefore prayed most respectfully that the above compromise may kindly be recorded and an award be made in terms thereof.

And for this your petitioner shall as in duty bound ever pray.

(Sd.) P. K. MITTER, For the employer.

(Sd.) B. N. SHARMA,

Chief Personnel Officer M/s. Bird & Co (P) Ltd.

on behalf of the workman

6th May 1958

6th May 1958.

Executive Committee Member, Colliery Mazdoor Sangh.

6th May 1958

(Sd.) D. NARSINGH,

Advocate, for workmen

6th May 1958.

Taken on file.

(Sd.) SALIM M. MERCHANT,

Dhanbad.

6th May 1958.

Chairman, Central Government's
Industrial Tribunal, Dhanbad

[No. LRII/55-1(51)/57.]

New Delhi, the 19th May 1958

S.O. 924.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following arbitration award of the Conciliation Officer (Central), Hazaribagh, in the dispute between the management of Messrs. A. Roy & Co., Kargali, and Messrs. Daiichi Bussan Kaisha Ltd., Kargali, P.O. Bermo and their workmen represented by the State Collieries Mazdoor Union, P.O. Bermo.

Arbitration award in the dispute between the management of Messrs. S. Roy & Co., Kargali, P.O. Bermo and Messrs. Daiichi Bussan Kaisha Ltd., Kargali, P.O. Bermo and their workmen represented by the State Collieries Mazdoor Union, P.O. Bermo as forwarded by the Superintendent of Collieries, National Coal Development Corporation (P) Ltd., Kargali vide his letter No. L/M/Washery/6614, dated the 9th March, 1958.

The Superintendent of Collieries, National Coal Development Corporation (P) Ltd., Kargali vide his letter No. L/M/G/Washery/6614, dated the 9th March, 1958, forwarded to me the arbitration agreement arrived at between Shri Ram Sarup Sinha, representing the workers engaged in the construction of the Washery at Kargali and Shri S. Gupta, representing Messrs. A. Roy & Co., Contractors in which they had requested me to arbitrate in the dispute between the management of Messrs. A. Roy & Co., and their workmen represented by the State Collieries Mazdoor Union, P.O. Bermo, District Hazaribagh. I asked for the written comments of Messrs. Daiichi Bussan Kaisha Ltd., Kargali, P.O. Bermo, Messrs. A. Roy & Co., Kargali, P.O. Bermo and Messrs. Sahajanand & Co., Kargali, P.O. Bermo on the charter of demands, dated the 4th March, 1958. I visited Kargali in this connection on the 18th March, 1958 and heard the representative of the parties to the dispute. I give my award as under:—

AWARD

Demand No. 1.—“All workers working for more than six months should be allowed two bonus, one Puja bonus and other the completion bonus. This should cover everybody either working directly under Messrs. D. B. K. or Messrs. A. Roy & Co. or their sub-contractors or Messrs. Sahajanand & Co., etc.”

The workmen have claimed one Puja bonus and a completion bonus for all workers who have put in more than six months service either directly under Messrs. Daiichi Bussan Kaisha Ltd. or Messrs. A. Roy & Co. or their sub-contractors.

Sri Nandi, the Assistant Superintendent of Collieries (Washery), Kargali informed me that a contract was entered into between the Directorate General, Supplies and Disposals on behalf of the National Coal Development Corporation (P) Ltd., with Messrs. Eastern Equipment & Sales Ltd., 9, Brabourne Road, Calcutta for the construction of the Washery Plant together with supply spare parts, etc., for a total value of Rupee one crore 72 lacs. Messrs. Eastern Equipment & Sales Ltd. have sublet the work to Messrs. Daiichi Bussan Kaisha Ltd. Messrs. Daiichi Bussan Kaisha Ltd. on their part, have sub let the work of civil engineering to Messrs. A. Roy & Co. of Tata Nagar. The civil engineering work was started on the 1st November, 1956. The representative of Messrs. A. Roy & Co. stated before me that he expected to complete his work by the end of this month.

A dispute on the issue of payment of bonus to temporary construction workers has not perhaps been adjudicated before by any Tribunal. The demand for bonus is based primarily on two considerations, namely (i) whether there is gap between the living wage and actual wage, (ii) whether there is any available surplus after meeting the other prior charges. Enquiries were made from the employers concerned and it was observed as follows:—

Messrs. Daiichi Bussan Kaisha Ltd. are paying their labourers at the rate of Rs. 2/- per day whereas Messrs. A. Roy & Co. are paying unskilled male mazdoors at the rate of Rs. 1/8/- per day and female mazdoor at the rate of Rs. 1/4/- per day. Messrs. Sahajanand & Co. are also paying their labourers at the rate of Rs. 1/8/- per day. The minimum wage fixed by the Government of Bihar for unskilled workers employed on road constructions and building operations is Rs. 1/4/- per day both for male and female workers. It is thus apparent that the all above three contractors are paying wages at a higher rate than the schedule minimum rate.

The question is to whether Rs. 1/8/- per day or Rs. 45/- per month constitutes a living wage (assuming that a worker worked for all the 30 days in a month), the award of the All-India Industrial Tribunal (Colliery Dispute) as modified by the Labour Appellate Tribunal's decision has fixed Rs. 69/1/- as the minimum wage for unskilled workers employed in the collieries. As the Kargali Washery is being constructed at a spot surrounded by the collieries, it can, therefore, be reasonably argued that the minimum wage for an unskilled worker employed in any other industry situated in the area should bear close relation with the minimum wage fixed for his counterpart who is employed in a colliery. The question may arise here as to whether the building operation industry in Kargali has the capacity to pay a minimum wage of Rs. 69/1/- keeping in view the fact that the Government has fixed Rs. 1/4/- only as all inclusive minimum wage. The representative of the workers contended that the employers concerned have made huge profits and they should share part of their profits with the workers concerned. I asked for the balance sheet from Messrs. A. Roy & Co.—the employer principally concerned in the dispute and was told that the balance sheet could not be made available at such short notice. The representative of Messrs. Daiichi Bussan Kaisha Ltd. also could not produce the balance sheet of the company. In the circumstances, it is really difficult to adjudicate on this issue. It can only be recommended that in view of the disparity in the rates of wages of unskilled workers between the Building Operation Industry and the Coal Industry the employers should pay seven days' wages as bonus to those workers who are now in their employment and who have put in 240 days attendance during the year 1957.

Demand No. 2.—“Messrs. A. Roy & Co. and their sub-contractors have not paid wages for Independence Day (26th January). They worked on that day and therefore they should be allowed 2½ times of their normal wages for that day.”

The Government of India requested all employers in the different Industries to observe 26th January as a paid holiday and it is considered that the workers' demand for a paid holiday on 26th January is a reasonable one. I, therefore, direct that Messrs. A. Roy & Co., Kargali, P.O. Bermo and Messrs. Sahajanand & Co. should pay one day's extra wages to those workers who attended work on 26th January and should also pay one day's wages to those workers who did not work on that day but were present either on 25th or on 27th January, 1958.

Demand No. 3.—“It was decided at the intervention of the Conciliation Officer (Central), Hazaribagh that no male workers will be paid less than Rs. 1/8/- per day. The workers who were paid less than this should be paid arrears for the days they got less by Messrs. A. Roy & Co. and their sub-contractors.”

It is a fact that the management of Messrs. A. Roy & Co. had agreed in course of the discussions held on the 22nd March, 1957 to pay their unskilled male mazdoors at the rate of Rs. 1/8/- per day.

It is, therefore, directed that Messrs. A. Roy & Co. should pay the arrears of wages, if any, to all workers who were in employment during the relevant period in terms of the above agreement.

Demand No. 4.—"All the workers who have been removed from Thursday last be paid wages till the date their above said dues are cleared."

This demand is rather vague and was not fully substantiated by the union. No list of workers was supplied by the union in this connection. Their demand is thus not sustainable.

Demand No. 5.—"Persons working in construction of the Washing Plant be given preference in appointment of regular employees for the Washing Plant."

The representative of the Superintendent of Collieries, National Coal Development Corporation (P) Ltd., Kargali, has agreed that these construction workers will be considered for employment in the Washery if there are vacancies after the surplus workers of the collieries owned by the National Coal Development Corporation (P) Ltd. have been absorbed.

Demand No. 6.—"Persons who have completed three months continuous service should be given 15 days' notice of discharge or wages for two weeks in lieu thereof at the time of termination of their employment."

The union has demanded that the workers who have completed three months' continuous service should be given 15 days' notice before their services are terminated. The demand for notice is reasonable in respect of regular workers. It is, therefore, directed that 15 days notice of discharge be given to all workers who have completed one year's continuous service.

Demand No. 7.—"Every worker of Messrs. Sahajanand & Co. be paid return railway fare and wages for the period of return journey as per the arrangement with their employer at the time of recruitment."

The demand is in respect of those workers who were imported from outside by Messrs. Sahajanand & Co. and it is quite reasonable that those workers be paid return railway fare when their services are terminated. It is, therefore, awarded accordingly.

The remaining three demands, contained in the union's letter, dated the 1st March, 1958 relate to workers employed by Messrs. Daiichi Bussan Kaisha Ltd. Shri M. K. Sinha argued that Messrs. Daiichi Bussan Kaisha Ltd. had promised to pay bonus to the workers. It was denied by Shri Shilpa of Messrs. Daiichi Bussan Kaisha Ltd. In the absence of any written undertaking by the management, the union could not substantiate their claim for bonus but I recommend that those workers now in employment of Messrs. Daiichi Bussan Kaisha Ltd. and have put 240 days' attendance in the year 1957 should be paid seven days' wages as bonus.

The second demand is in connection with the four senior workers who had been stopped for working for one day and it is awarded that they should be paid full wages for their forced idleness on the 7th March, 1958.

Arrears of three chaprasis

Enquiries made in this connection revealed that Messrs. Daiichi Bussan Kaisha Ltd. have been paying their chaprasis at the rate of Rs. 70/- per month on the advice of the Colliery Officials. Later on they found that the wages paid by them were rather on the high side and hence they reduced the wages of chaprasis to Rs. 60/- per month. A dispute was raised by the State Collieries Mazdoor Union over this reduction of salary of the chaprasis. The management of Messrs. Daiichi Bussan Kaisha Ltd. fixed the salary of chaprasis at the rate of Rs. 60/- per month plus an allowance of Rs. 10/- per month payable to those chowkidars who would work for 25 days in a month. The management, however, denied that there was any agreement regarding payment of arrears to the chaprasis in this respect. It is considered that the reduction in salary of the old chaprasis was not justified and as such it is directed that the three chaprasis be paid at the rate of Rs. 10/- per month for the months of March, April and May, 1957 during which they were paid at the rate of Rs. 60/- per month.

(Sd.) A. N. Roy,
Conciliation Officer (Central), Hazaribagh.

[No. LR.1(54)/58.]

A. L. HANNA, Under Secy.

New Delhi, the 14th May 1958

S.O. 925.—In pursuance of sub-clauses (1) and (4) of clause 4 of the Madras Dock Workers (Regulation of Employment) Scheme, 1956, the Central Government hereby appoints Shri K. N. Srinivasan, Officiating Chairman, Madras Port Trust, Madras, as a member of the Madras Dock Labour Board and also nominates him as the Chairman of the said Board, in place of Shri G. V. Ayyar, I.C.S., who has proceeded on leave and directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Labour, No. S.R.O. 2377 [MDLB(2)/56], dated the 23rd October, 1956, namely:—

In the said notification, for the entry "Shri G. V. Ayyar, Chairman" in the two places where it occurs, the entry "Shri K. N. Srinivasan, Officiating Chairman" shall be substituted.

[No. Fac. 76(23).]

New Delhi, the 15th May 1958

S.O. 926.—In pursuance of the provisions of paragraph 20 of the Employees' Provident Funds Scheme, framed under Section 5 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri M. V. S. Chowdary, B.A. (Hons.) as Regional Provident Fund Commissioner for the whole of the State of Madras vice Shri J. Subbuswami, I.A.S., on leave, Shri M. V. S. Chowdary shall work under the general control and superintendence of the Central Provident Fund Commissioner.

[No. PF-I/31(446)/58.]

CORRIGENDA

S.O. 927.—In the Rajasthan Coal Mines Provident Fund Scheme published as S.O. 32, dated the 11th February, 1958, in Part II, Sub-section (ii) of Section 3 of the Gazette of India dated the 15th February, 1958—

(1) In paragraph 2—

- (i) in the Explanation to clause (g), for "castes" read "cases";
- (ii) in clause (1) for "or" occurring after "July" read "and".

(2) In sub-paragraph (1) of paragraph 10, for "contrary" read "contribution".

[No. PF-I/2(77)/55.]

P. D. GAIHA, Under Secy.

New Delhi, the 14th May 1958

S.O. 928.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi in the industrial dispute between the Bank of Jaipur and its workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri E. Krishna Murti, Central Government Industrial Tribunal.

26th April, 1958.

I.D. No. 4 of 1958.

BETWEEN

The management of Bank of Jaipur Limited.

AND

Their workmen.

Shri A. R. Savoor for the management.

Shri H. L. Puri for the workmen.

AWARD

By G.O. No. S.R.O., dated the 11th January, 1958, the industrial dispute, between the management of Bank of Jaipur Limited, and their workmen, has been referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947.

2. The term of reference is as follows:—

Whether Sarvarshri B. C. Ajmera and D. D. Mathur, workmen of the Bank of Jaipur Limited are entitled to any special allowance, and if so, what should be the amount of such allowance?

3. It is contended on behalf of the workmen, that Shri B. C. Ajmera is an old employee of the Bank at Jaipur, that he had been working in a supervisory capacity, that he made a demand for payment of special allowance payable to such employees under the award relating to bank disputes, that, on account of this demand, he was not permitted to work as such, that he is the senior-most employee at the Kishangarh Branch, being next to the Agent himself, that he is entitled to recover special allowance at the rate of Rs. 40/- per month from 1st April, 1954, that Shri D. D. Mathur is an old employee of the Bank of Jaipur at Sikar Branch, that he had been carrying on supervisory work, that he also demanded special allowance permissible under the award, that the bank management prevented him from doing such work, that both the workmen should be paid special allowance of Rs. 40/- per month with effect from 1st April, 1954 to 31st December, 1956, and thereafter at Rs. 45/- per month, and that they may also be restored to their old original posts and duties and continued to be paid at the same rate.

4. The contention on behalf of the Bank is, that Messrs. B. C. Ajmera and D. D. Mathur are not entitled to any special allowance, that both are clerks, that they were designated Assistant Accountants by mistake, that they did not act in a supervisory capacity, and that they are not entitled to any allowance, as claimed.

5. The issues, that arise for determination, are:—

- (1) Whether the two workmen in question acted in a supervisory capacity and as Assistant Accountants or Sub-Accountants, as alleged by them?
- (2) To what special allowance, if any, are they entitled?
- (3) To what relief are they entitled?

Issue No. 1

6. This is a dispute between the Bank of Jaipur Limited and its workmen. Both parties have contended themselves by adducing documentary evidence and have dispensed with oral evidence, *vide* memo. filed by either side on 17th April, 1958.

7. In the first place, I shall take up the case of Shri B. C. Ajmera. It is common ground, that he was employed at the Kishangarh Branch of the bank. The contention on behalf of the workman is, that he had been working in a supervisory capacity, that he was doing the duties of Accountant or Sub-Accountant, that he was described as such, and that, according to the Award of the All India Industrial Tribunal Bank Disputes, he is entitled to special allowance.

8. In the aforementioned award at page 50, paragraph 164 there are certain categories of bank employee, who are considered fit to receive special allowance. Among these are Supervisors and Sub-Accountants. Category No. 9 deals with Supervisors, Superintendents, Sub-Accountants, Departmental-in-charges and Employees-in-charge of treasury pay offices. The special allowance recommended is Rs. 40/- in the case of C Class banks and Rs. 45/- in the case of B Class banks. Paragraph 167 of the said award has been relied upon on behalf of the workmen in the case of both employees. It is as follows:—

"The case of accountants should be referred to specially. In several cases they will indubitably be officers. It is difficult to lay down a hard and fast rule in respect of them. An accountant often times is the second officer in charge of branches, particularly where the branches are comparatively small. In big banks where there is a hierarchy of officers there may be a chief accountant, accountants and sub-accountants. In most of those cases the "accountants" will probably

be officers. There will however be incumbents of such posts, though going under the dignified designation of accountants who are in reality only senior clerks doing higher type of clerical work involving an element of supervision over other clerks as part of their duties. In such cases where they can properly be regarded as workmen the minimum allowances which we have fixed for sub-accountants would equally apply to them."

9. The contention of Shri Puri on behalf of the employees is, that both Messrs. Ajmera and Mathur are workmen within the meaning of the Act, that they are senior clerks, who have been doing a higher type of clerical work involving an element of supervision over other clerks as part of their duties, and that the minimum special allowance fixed for sub-accountant, is payable to them. In proof of the above contention a number of documents (produced by the bank) have been relied upon. Ext. M/1 is a chart of subordinate clerical staff at Kishangarh Branch as on 17th February, 1958, and this shows, that Shri Ajmera joined on 8th September, 1945. He is described to be a P.A. (power of attorney) holder. His basic salary is Rs. 140/- In the remarks column it is mentioned, that he officiated in the absence of the Agent. There was another clerk besides himself Shri T. C. Patudi. Ext. M/3 is a copy of the resolution passed by the Directors of the Bank of Jaipur on 16th August, 1949. The resolution is as follows:—

"That for the working of Kishangarh Branch Shri Ajmera be and is hereby authorised and empowered to discharge and endorse cheques, bills, hundies, drafts, warrants, railway receipts and other negotiable instruments, and receive payment for cheques, etc., for and on behalf of the bank jointly with any other authorised officer holding a power of attorney."

This is signed by the Chairman at Bombay. Ext. M/4 is a copy of the power of attorney granted to Shri Ajmera dated 1st December, 1955. Ext. M/5 is a copy of the power of attorney granted to Shri N. L. Gaur, dated 24th July, 1952. It is contended by Shri Puri, that Shri N. L. Gaur is an officer of the bank, and that it is significant, that the power of attorney granted to Shri Ajmera is in the same terms as Ext. M/5. Ext. M/2 is a file showing, that Shri N. L. Gaur who was a Cashier in the bank, was promoted to the officer cadre. Ext. M/6 contains the specimen signatures of Shri Ajmera attested by the General Manager. Ext. M/7, dated 19th June, 1950 is a list of officers, holding power of attorney, or Board's resolution. Shri Ajmera is found in the list and his number is A-4. Ext. M/8 contains the pay-sheets for 1955 and 1956. Shri Ajmera's name is shown there as a clerk, getting Rs. 95/- Attention is drawn by Shri Puri to the entry for the month of September, 1955 and it is alleged, that his designation as "Senior Clerk" has been scored out. The Pay-sheet for January, 1956 shows, that he was originally designated as Accountant, his salary being Rs. 112/- But this has been scored out, and "clerk" substituted. The same remarks apply to the entry for the month of October. Ext. M/9 contains pay-sheets for 1952, 1953, and 1954, and therein Shri Ajmera is shown only as a clerk. Exts. M/10 and 11 are the Attendance Registers from the years 1953 to 1957. In these also in the period between December, 1955 and January, 1957 he was shown as Accountant originally, but this has been scored out and the word "clerk" has been substituted. Exts. M/12 and 12A are pay-sheets for the months of January and February, 1956, and Shri Ajmera is described to be an Accountant. These are signed by the Agent of the Bank of Jaipur, and emphasis is laid on the fact, that these were sent to the Head Office. Ext. M/13 series are returns, which have been signed by the Agent, and Shri Ajmera as Accountant. Ext. M/14 has been relied upon to show, that Shri Ajmera had also signed the same, with a view to prove the checking of the account. This process has been referred to in the course of arguments as "shuttling". It is contended, that this checking is done with great thoroughness, that otherwise the bank would not be able to obtain a proper discharge, and that it is significant, that both the Agent and Shri Ajmera had signed the same. Ext. M/13 series have been filed to show, that they were signed by the Accountant, and that the second signature authenticating these documents is that of Shri Ajmera. These are not isolated instances and the two files, Exts. M/13C and D contain numerous statements authenticated by Shri Ajmera as Accountant, and the other signature is that of the Agent. It is argued by Shri Puri, that, without the second signature the documents would not be valid, and that the circumstance, that these documents were authenticated under Shri Ajmera's signature as Accountant, cannot be easily brushed aside.

10. Nextly, Ext. M/15 is a circular issued by the bank from the Central Office, Bombay, dated 8th February, 1950. Under the head "staff supervising" there is mention of the fact, that Shri Ajmera of Jodhpur Branch had been transferred to Beawar Branch. It is significant, that Shri Ajmera is shown to be a member of Supervising Staff. Ext. M/16 is a book relating to deposit of valuables in the bank for safe custody. Some of the entries have been signed by Shri Ajmera as Accountant. Some of the receipts are in the year 1955 and one is dated 28th September, 1957. Exts. M/17 and 17A are the fixed deposit and demand draft receipts and these are filed to show, that Shri Ajmera was signing as Accountant. They relate to the years 1955 and 1956.

11. Exts. W/1 and 2 are Savings Bank Deposit Pass-Books of certain constituents relating to their accounts in Kishangarh Branch. These have been filed to show, that Shri Ajmera had initialled the entries as Accountant during the period from 1951 to 1955.

12. On behalf of the bank the documents, Ext. M/24 onwards, have been relied upon. Ext. M/24 contains certain statements relating to deposits. These are only signed by the Agent, and they are not signed by the Accountant. I fail to see how the omission of signature of Shri Ajmera in these returns can make any difference. These returns relate to the supply of information to the Head Office about the state of account of deposits, and they were signed only by the Agent. The same remarks apply also to Ext. M/24A, except that it should be noted, that there are two statements therein which are signed by Shri Ajmera as Accountant, relating to close of business on 30th June, 1956. Ext. M/25 is a letter from the United Commercial Bank, dated 16th July, 1956 to the Bank of Jaipur, pointing out, that the resolution passed by the bank, empowering its officers to operate the account, was defective in the sense, that it did not grant any power to the officer to operate upon the banking account of the bank. Exts. M/26 and 27 are lists of employees in Kishangarh and Sikar Branches as on 1st January, 1957. This is relied upon as showing, that Shri B. C. Ajmera was a member of the clerical staff. It is not disputed, that he is a member of the clerical staff, but what is contended is, that he had been doing supervisory duties as an Accountant to enable him to obtain the benefit conferred by Section 167 of the award. Ext. M/28 is an extract from the Annual Permanent Staff Report for the year 1954. Ext. M/31 is the personal record of Shri Ajmera. Exts. M/34 and 35 are the Inspection Reports of Kishangarh Branch in respect of the inspection made on 26th September, 1956 and 6th November, 1957. These are relied upon for the purpose of showing, that Shri Ajmera is not referred to as Accountant or Sub-Accountant therein.

13. From a perusal of the various documents relied upon on behalf of the workmen, there is no doubt at all that Shri Ajmera was a senior clerk, and that he was discharging duties of an Accountant, Sub-Accountant, or Assistant Accountant during the period now under reference. He was an old employee of the bank and was working in a supervisory capacity. He had been granted supervisory powers by virtue of the Board's resolution. He was granted power of attorney in 1950. He signed in various documents on behalf of the bank as an Accountant. He had been shown as such in the specimen signature sheet issued to branches. He was also taking part in the checking duties, both within the branch and outside. He had also been signing drafts, fixed and other deposits and safe custody receipts. The documents produced on behalf of the bank are not sufficient to negative the conclusion, that Shri Ajmera was acting in a supervisory capacity. The fact, that he did not sign in certain of the returns submitted or in some other documents cannot make any difference to the conclusion as above established by the various documents relied upon on behalf of the workmen. The fact, that he was shown as a clerk, also does not make any difference, because he was a member of the clerical staff, and, in order to be entitled to special allowance, he must be a workman, i.e., a member of the clerical staff. The important point to be noted is, that, though a member of the clerical staff, he was a senior member doing the duties of an Accountant. He had been acting as a member of the supervisory staff from a considerable time past. His signatures as Accountant in the various documents carried not only authority but also responsibility.

14. It is however contended on behalf of the bank, that Kishangarh Branch made a mistake by unauthorisedly designating him as Assistant Accountant and continued designating him by mistake as such in all correspondence that emanated from the branch, and that consequently the erroneous information supplied by the branch was copied in other documents. Thus the contention is, that the branch erred in designating Shri Ajmera as Accountant, and that this error is not of any significance. This argument cannot be accepted, and the theory of mistake, though convenient, does not carry conviction. I agree, that the mere designation may not be conclusive, but the duties performed will

be the test. An examination of the documents certainly establishes, that Shri Ajmera was performing duties of an Accountant, that he was performing duties of supervisory character, and that he was working as a member of the supervisory staff. It is hardly possible to believe, that the power of attorney was granted by mistake or by inadvertence. Shri Ajmera by his signature as Accountant or Sub-Accountant accepted responsibility for the various transactions in which he signed as Accountant, and he became as much responsible and liable as the Agent himself. Having regard to the evidence as a whole I find, that Shri Ajmera was a senior clerk, that he was a member of the supervisory staff, that he was discharging the duties of an Accountant, and sometimes was Officer incharge of the branch, and that he was doing work involving supervision over other clerks as part of his duties. I find, that he is entitled to recover special allowance as fixed in the award at page 50.

15. Taking next the case of Shri D. D. Mathur, Ext. M/18 is a letter, dated 17th January, 1956, authorising Shri Mathur to sign drafts etc. Ext. M/19 is a copy of a letter, dated 13th February, 1956. It is mentioned therein, that Shri Mathur had been designated as Assistant Accountant in the printed list of officers with his designation as on 31st May, 1950, which was issued from the office of all the branches, that he was numbered 38, having been designated as Assistant Accountant, and that he held Board's resolution, Ext. M/20, dated 9th January 1954 is signed by the General Manager, Bombay, and Shri D. D. Mathur is shown to be Assistant Accountant and an increment of Rs. 5 was sanctioned to him. Ext. M/22, dated 7th May 1949 is a circular from the Central Office, Bombay, and among the persons authorised by the Board Resolution to endorse cheques, hundies etc. Shri Mathur's name is found. Ext. M/23 is a copy of the Board's resolution, and it shows, that Shri D. D. Mathur of Sikar Branch was authorised and empowered to discharge and endorse cheques, bills, hundies, drafts, warrants, railway receipts and other negotiable instruments for and on behalf of the bank jointly with any other authorised officer holding power of attorney. Ext. W/3 is a file to show, that Shri D. D. Mathur signed a number of deposit receipts, hundies, etc. as officer-in-charge of the bank, and that he was working as Assistant Accountant and in a supervisory capacity.

16. On behalf of the bank we have Ext. M/27, which relates to Sikar Branch, and Shri D. D. Mathur is shown to be a member of the clerical staff. Exts. M/29 and 30 are extracts from the personal register of Shri D. D. Mathur. Exts. M/32 and 33 are Inspection Reports relating to Sikar Branch.

17. Even in the case of Shri Mathur he was also discharging duties similar to those of Shri Ajmera, though he too was a clerk. He was a senior clerk, doing a higher type of clerical work involving supervision over the other members of the staff. He was also invested with responsibility as Shri Ajmera.

18. In the case of both Messrs. Ajmera and Mathur the fact, of their affixing signatures to the various documents of the bank, was not a mere formality, but it saddled them with responsibility and liability in respect of every transaction to which they put their signatures. Two signatures were necessary in order that the document in question may have due authenticity and may go through. Both were holding powers of attorney, and both were acting under the Board's resolution. They had been invested with supervision and responsibility. The observations in Sastry Award at page 99 para. 332 are also important.

On a review of the evidence, I find, that both Messrs. Ajmera and Mathur had been working as senior clerks carrying on duties of a Sub-Accountant, or Assistant Accountant, and were discharging duties of a supervisory character, and that they are entitled to the benefit conferred upon such personnel under the Sastry Award as laid down in paragraphs 164 and 167. They are entitled to special allowance.

19. Issue No. 2—The question next is about the amount to which they are entitled. In the statement of claim, it is alleged, that each of them is entitled to recover Rs. 40 per month from 1st April 1954 to 31st December 1956, and thereafter at Rs. 45 per month. It is admitted in the course of arguments, that from 1st January, 1957 the bank has been classed as B Class bank. In that case the allowance will be Rs. 45 per month. It is mentioned in the statement of claim, that the bank-management disallowed Shri Ajmera signing documents on behalf of the management with effect from 1st March, 1957. In any case he is entitled to special allowance from 1st April, 1954 to 1st March, 1957. He is entitled to recover for 32 months at the rate of Rs. 40 per month, Rs. 1,280, and Rs. 90 for two months, January and February, 1957 at the rate of Rs. 45 per month, i.e. total Rs. 1,370. So far as Shri D. D. Mathur is concerned, it is not mentioned, either in the statement of claim or in the bank's statement, whether he is still continuing

to discharge the duties of an Assistant Accountant, or whether such duties have been put to an end to. He is entitled also to recover at the rate of Rs. 40 from 1st January 1954 upto the period ended 31st December 1956, and thereafter at Rs. 45 per month upto the date when the exercise of such duties was put an end to by the bank.

20. *Issue No. 3.*—The contention however on behalf of the two workmen is, that the bank is in error in putting an end to the performance of such duties, and that both of them must be restored to their original posts and duties and that the Bank must continue to pay at the same rate in future also. I am not prepared to accede to this argument. The award lays down the benefits received by the clerical staff whenever they are doing a higher type of clerical work involving an element of supervision over the other clerical staff. It cannot be held, that the bank was not within its rights in withdrawing from them the obligation of performing such duties. There is no question of restoring them to their old posts. In paragraph 168 of the award there is mention of certain categories described as junior Assistants and senior Assistants and classified by banks as officers etc. It is laid down therein, that the terms do not by themselves indicate the nature of work entrusted to them, and that in so far as their work falls under clerical work, though of a higher type, as explained in the discussion relating to categories of workmen, they must also be entitled to the scales of pay, minimum special allowance etc. and prescribed for the appropriate kind of work, *during such periods as they are in charge of that kind of work*. Therefore, the award itself envisaged the payment of these allowances only during the period in which such special duties were discharged. In my opinion, the principle involved in this direction in paragraph 168 also applies to the members of the clerical staff discharging the duties of Sub-Accountant, or Accountant, or Assistant Accountant, or of a supervisory character, and they are entitled to receive special allowance only during the period they are in charge of that kind of work. I am of opinion that the two workmen in question are not entitled to receive any special allowance subsequent to the date on which the obligation of performing such duties was withdrawn from them, i.e. from 1st March 1957 in the case of Shri Ajmera, and the other undisclosed date in the case of Shri Mathur. I find on this issue, that the two workmen are not entitled to claim as of right, that they should be invested with the same duties and responsibilities as before, and that they are not entitled to special allowance from the dates referred to above. It is however left to the choice of the Bank to reinvest them with such special duties, and, if so invested, they will be entitled to special allowance.

21. In the result, an award is passed as follows:—

- (i) Shri B. C. Ajmera is entitled to recover Rs. 1,370 from the Bank of Jaipur Limited, which shall pay to him the same within two weeks from the date when this award becomes enforceable. Shri D. D. Mathur shall be entitled to recover from the Bank of Jaipur Limited, and the said Bank shall pay to him the amount as directed in paragraph 20, within two weeks from the date when this award becomes enforceable.
- (ii) Messrs. B. C. Ajmera and D. D. Mathur are not entitled as of right to be restored to their old supervisory duties and are not entitled to receive any special allowance, viz., in the case of Shri Ajmera from 1st March 1957, and in the case of Shri Mathur from the date when he was relieved from the obligation of performing the duties of Accountant, Sub-Accountant, or Assistant Accountant of the Bank, as the case may be.
- (iii) There will be no order as to costs.

The 26th April, 1958.

E. KRISHNA MURTI,

Central Government Industrial Tribunal, Delhi.

[No. LRI.10(93)/57.]

ORDERS

New Delhi, the 19th May 1958

S.O. 929.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Triton Insurance Company Limited, Bombay, and its workmen regarding the matters specified in the Schedule hereto annexed:

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

1. Salary scales and adjustments.
2. Permanency and probation.
3. Allowances including dearness allowance, cash allowance, acting allowance, overtime allowance and other special allowances.
4. Bonus.
5. Hours of work.
6. Leave.
7. Gratuity.
8. Provident Fund.
9. Medical facilities.
10. Right to existing benefits.

[No. LR-11(16)/57.]

New Delhi, the 20th May 1958

S.O. 930.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Lloyds Bank, Limited, New Delhi and their workmen regarding the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to Shri E. Krishnamurthi, Central Industrial Tribunal, Delhi constituted under section 7A of the said Act.

SCHEDULE

Whether Sarvashri Panna Lal Gupta, Phusa Ram Goyal and Paras Ram Garg, workmen of the Llyods Bank Limited, New Delhi are entitled to a special allowance of Rs. 40 as prescribed in paragraph 164 of the Award of the All India Industrial Tribunal (Bank Disputes) as modified by section 3 of the Industrial Disputes (Banking Companies) Decision Act, 1955.

[No. LRI.10(20)/58.]

K. D. HAJELA. Under Secy.

MINISTRY OF INFORMATION & BROADCASTING

New Delhi-2, the 20th May, 1958

S.O. 931.—In exercise of the powers conferred by sub-section (2) of section 5 of the Cinematograph Act, 1952 (37 of 1952), the Central Government hereby directs that the film entitled 'Mousi' (Hindi) produced by Messrs Rajkamal Kalamandir (Private) Ltd., Bombay, shall be deemed to be an uncertified film in the whole of India.

[No. 8/8/58-FC.]

ORDER

New Delhi-2, the 16th May, 1958

S.O. 932.—The Central Government hereby:

(a) directs, in pursuance of the provisions of the Order of the Government of India in the Ministry of Information and Broadcasting No. S.R.O. 3805, dated the 26th December, 1955 and in modification of

the Order of the Government of India in the Ministry of Information & Broadcasting No. S.O. 310 dated the 15th March 1958 that the Advisory Panel of the Central Board of Film Censors at Bombay shall consist of 32 members with effect from 12th April, 1958; and

(b) appoints, after consultation with the Central Board of Film Censors, the following persons as members of Advisory Panel of the said Board at Bombay with effect from 12th April, 1958 in exercise of the powers conferred by sub-rule (3) of rule 9 read with sub-rule (1) of rule 10 of the Cinematograph (Censorship) Rules, 1951:—

1. Shrimati Qamar N. Ahmed,
2. Shrimati P. N. Nariman.

(c) supersedes Government of India, Ministry of Information and Broadcasting Notification No. S.O. 50576 dated the 12th April, 1958.

[No. 14/3/57-FC.]

D. R. KHANNA, Under Secy.